

**AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/
COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF
THE CITY OF NATIONAL CITY**



**COUNCIL CHAMBERS
CIVIC CENTER
1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, FEBRUARY 5, 2019 – 6:00 PM**

Mayor

RON MORRISON
Vice Mayor

JERRY CANO
Councilmember

MONA RIOS
Councilmember

of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Meetings begin in Open Session at 5:00 p.m. or such other time as noted, and after announcing closed session items, convenes into a Closed Meeting. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

REPORTS: All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review at the entry to the Council Chambers. Regular Meetings of the Elected Body are webcast and archived on the City's website **www.nationalcityca.gov**.

PUBLIC COMMENTS: Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or unrelated.

WRITTEN AGENDA: With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

ORDER OF BUSINESS: Public sessions of all Regular Meetings

CONSENT CALENDAR: Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are

*1243 National City Blvd.
National City, CA 91950
619-336-4240*

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minutes available on web*

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adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of the agenda and separately considered upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.

Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audífonos están disponibles en el pasillo al principio de la junta.

Spanish to English interpretation services are available to members of the public who wish to speak to the City Council during the meeting. "Request to Speak" forms requesting interpretation must be filed within the first two hours of the meeting.

Español a los servicios de interpretación Inglés de audio está disponibles para los miembros del público que desean hablar con el Ayuntamiento durante del Consejo Municipal. "Solicitud para hablar de" formas solicitud de interpretación deben ser presentadas dentro de las dos primeras horas del Consejo Municipal.

COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS

AWARDS AND RECOGNITIONS

1. [Fire Department Lifesaving Award to Derek Jones and Nick Black. \(Fire\)](#)

PRESENTATIONS

2. [SDG&E Updates - Dinah Willier, Public Affairs Manager, SDG&E. \(City Manager\)](#)

INTERVIEWS / APPOINTMENTS

CONSENT CALENDAR

3. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
4. [Resolution of the City Council of the City of National City amending the Signage and Facade Improvement Program Maintenance Agreement to streamline and incorporate an Irrevocable License, a Deed of Trust and a Promissory Note in said Agreement. \(Housing and Economic Development\)](#)
5. [Resolution of the City Council of the City of National City approving the establishment of an appropriation in the amount of \\$54,223 from Development Impact Fee \(DIF\) funds, toward the purchase of the existing Squad mobile home trailer for the National City Fire Department. \(Fire\)](#)
6. [Resolution of the City Council of the City of National City establishing a budget appropriation in the amount of \\$250,000 for tenant improvements at the property located at 1430 Hoover Avenue in National City to provide](#)

- secure storage for the National City Police department. (Engineering/Public Works)
7. Resolution of the City Council of the City of National City accepting and filing the Report on capital improvement projects completed under the limits set forth by the Uniform Public Construction Cost Accounting Act (Act). (Engineering/Public Works)
 8. Resolution of the City Council of the City of National City authorizing the installation of blue curb disabled persons parking space with signage in front of the residence located on 117 E. 5th Street (TSC No. 2018-36). (Engineering/Public Works)
 9. Resolution of the City Council of the City of National City authorizing the installation of blue curb disabled persons parking space with signage in front of the residence located on 918 Delta Street (TSC No. 2018-37). (Engineering/Public Works)
 10. Resolution of the City Council of the City of National City authorizing the installation of a red curb No Parking at the intersection of Manchester Street and Eleanor Place to improve visibility at the intersection (TSC No. 2018-39). (Engineering/Public Works)
 11. Temporary Use Permit – Circus Vargas event sponsored by Circus Vargas from February 21, 2019 to March 4, 2019 at the Westfield Plaza Bonita Mall with no waiver of fees. (Neighborhood Services)
 12. Warrant Register #25 for the period of 12/12/18 through 12/18/18 in the amount of \$3,654,318.83. (Finance)
 13. Warrant Register #26 for the period of 12/19/18 through 12/25/18 in the amount of \$254,690.25. (Finance)
 14. Warrant Register #27 for the period of 12/26/18 through 01/01/19 in the amount of \$2,061,417.86. (Finance)

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

15. Continued Public Hearing and Adoption of a Resolution of the City Council of the City of National City, California, approving a General Plan Amendment and Tentative Subdivision Map for the rezoning of property at East 16th Street and M Avenue from Small Lot Residential (RS-2) to Medium-Density Multi-Unit Residential (RM-1) in order to construct a 29-unit residential development. (Applicant: Ralph Gonzales) (Case File No. 2017-04 GPA, S) (Planning) (Continued from the January 22, 2019 City Council Meeting)

16. [Public Hearing and Adoption of an Ordinance of the City Council of the City of National City, California, approving a Zone Change from Small Lot Residential \(RS-2\) to Medium-Density Multi-Unit Residential \(RM-1\) for a 29-unit residential development property located at East 16th Street and "M" Avenue. \(Applicant: Ralph Gonzales\) \(Case File No. 2017-04 ZC\) \(Planning\)](#)

NON CONSENT RESOLUTIONS

17. [Resolution of the City Council of the City of National City approving the Mayor to execute 1\) the Agreement for Surrender and Termination of Lease between the San Diego Unified Port District and the City of National City for the property located at Goesno Place, including the Quitclaim Deed; and 2\) the Assignment of the Coastal Development Permit. \(Community Services\)](#)

NEW BUSINESS

18. [City Council discussion and direction on the City of National City's participation in the U.S. Census Municipal Complete Count Committees. \(City Manager\)](#)

B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY

CONSENT RESOLUTIONS - HOUSING AUTHORITY

PUBLIC HEARINGS: RESOLUTIONS - HOUSING AUTHORITY

NON CONSENT RESOLUTIONS - HOUSING AUTHORITY

NEW BUSINESS - HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

MAYOR AND CITY COUNCIL

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - February 19, 2019 - 6:00 p.m. - Council Chamber - National City, California.

The following page(s) contain the backup material for Agenda Item: [Fire Department Lifesaving Award to Derek Jones and Nick Black. \(Fire\)](#)

Please scroll down to view the backup material.

Item # ____

02/05/19

Fire Department Lifesaving Award to Derek Jones and Nick Black

(Fire Department)

The following page(s) contain the backup material for Agenda Item: [SDG&E Updates - Dinah Willier, Public Affairs Manager, SDG&E. \(City Manager\)](#)
Please scroll down to view the backup material.

Item # ____

02/05/19

SDG&E UPDATES

**Dinah Willier
Public Affairs Manager
SDG&E**

Supporting and Partnering with National City

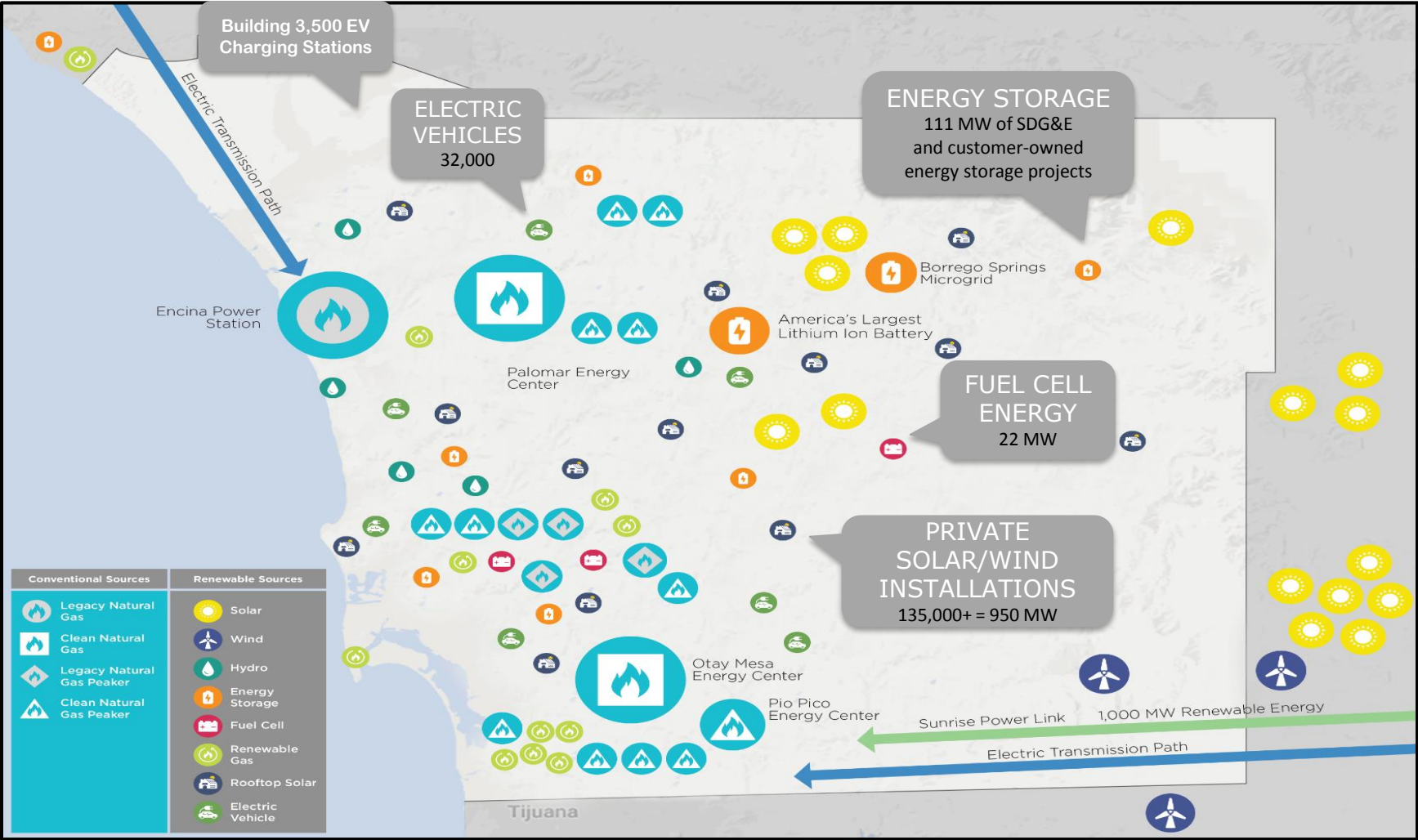


Dinah Willier
Public Affairs Manager
February 5, 2019

San Diego's Energy Landscape | Yesterday



San Diego's Energy Landscape | Today



Our Commitment Remains Strong

Our commitment is to improve lives and communities by building the **cleanest, safest** and **most reliable energy company in America.**



Serving Our Customers

1.4 Million
Electric Meters



Over 19,000
Residential &
Business
Electric Meters in
National City



33,000
Electric Vehicles in the
Region
81 in National City



873,000
Natural gas meters
12,800
Residential & Business
gas meters in National
City



**Electric
Infrastructure**
19,000 miles
162 substations

**Underground
Electrical
Distribution**
56%

**Among the
highest
percentage in the
country, & most
running through
neighborhoods**



Our Mission

Clean

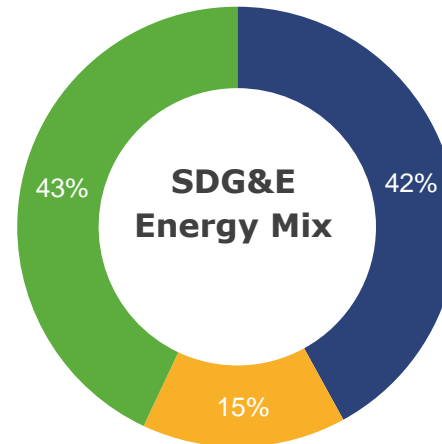
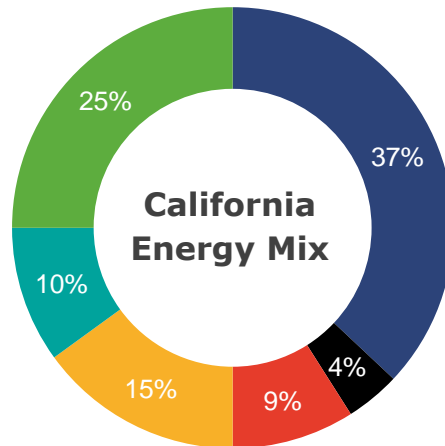
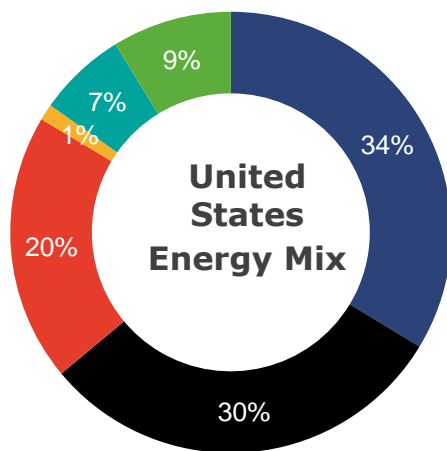
SDG&E delivers around
45% of energy from renewable sources
(one of the highest in the nation)



This ~45% does not include our **142,000 solar customers** with **612 solar customers** located in **National City**



No coal
In our energy portfolio



● Natural Gas ● Coal ● Nuclear ● Other ● Hydro ● Renewables

Our Mission

Safe

Our WEATHER NETWORK for reliability and response



177
WEATHER
STATIONS



REAL-TIME
INFO FROM
CRITICAL
LOCATIONS

TRACKS
HUMIDITY
WIND SPEED
TEMPERATURE



CAMERAS
MONITOR AND WATCH
DANGEROUS CONDITIONS
INCLUDING THE START
AND SPREAD OF
WILDFIRE

SHARED DAILY
LOCAL FIRE DEPARTMENTS
NATIONAL WEATHER SERVICE
TO KEEP YOU SAFE

5
METEOROLOGISTS



ON-CALL
24/7/365



AMERICA'S LARGEST UTILITY-OWNED
WEATHER NETWORK

SDGEnews.com



SDG&E's Weather Network is one of the most advanced in the nation and allows for us and our community partners to make informed operational decisions to keep our communities safe.

Our Mission

Reliable

We are committed to delivering **reliable energy** for **you and your family**. That means giving you the peace of mind that whenever you flip a switch in your home, you never have to worry that the lights wouldn't come on.

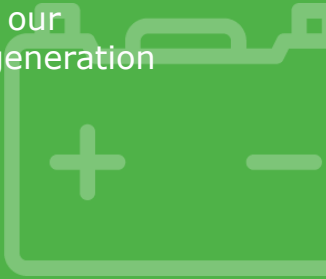
"Best in the West"
13 straight years
For electric reliability



**"National Reliability
Award"**
2018 Winner



**Built America's
largest lithium ion
battery storage
facility in Escondido**
to integrate our
renewable generation



**Industry Leader
in Smart Grid
technology**





How To Stay Informed

Smart Phone App & Outage Map



A  Semptra Energy utility®



Semptra Energy utility™





Refresh your kit


Prepare for emergencies


[Watch video](#)



Bill Pay


My Energy


Outage Map


Cost Calculator


Apply For Assistance



Report An Outage

[Back](#)

Outage Map

Updated: Oct 21, 2:28 PM

Planned Future

 **Mission Bay/ Pacific Beach**

Start Time Oct 22 8:00 AM	Estimated Restoration Oct 22 3:00 PM
Circuit Affected 56	Customers Impacted 0

Cause

A power outage has been scheduled in your area to make required repairs to our electrical system. A letter containing detailed outage information was mailed to you.

Unplanned

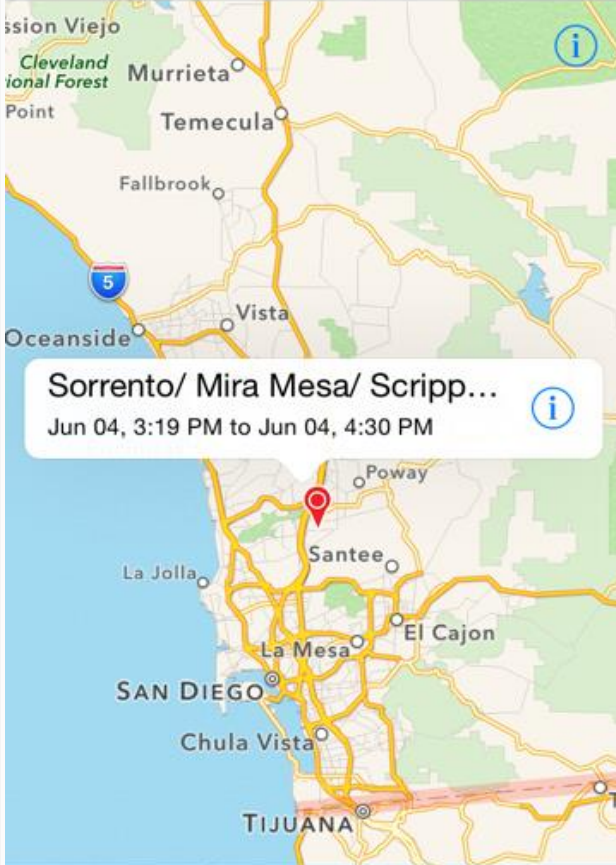
Planned

Detail List

[Back](#)

Outage Map

Updated: Jun 04, 3:36 PM



Sorrento/ Mira Mesa/ Scripps...

Jun 04, 3:19 PM to Jun 04, 4:30 PM

Unplanned

Planned

Detail List

How we're Partnering in National City

Energy Efficiency Achievements

2017 **1,650** residents & businesses
of National City took advantage of
energy efficiency programs
\$1.8M incentives

Offsetting
12.2 million tons of CO₂
88,000 cars off the road



Community Projects and Partnerships

Power Your Drive

- City facilities and Paradise Creek Affordable Housing Community

Paradise Creek Educational Park Enhancement

Olivewood Gardens Wellness Partnership

Ocean Connectors Environmental Education

ARTS Gas Riser Beautification Project

National City Chamber of Commerce



Customer Assistance/Payment Programs

8,847 CARE/FERA customers
408 Level Pay Plan customers



Clean Energy

Delivering around **45% of energy from renewable sources**

Renewable Energy Choices

- **EcoChoice** and **EcoShare** –

Offering Up to 100%
Renewable Energy to customers

Time of Use Rates for Residential Customers



Not just how much energy you use, but when you use energy

There are benefits unique to Time of Use plans
12-months of Bill Protection

- You can track your progress on your bill
- Save by reducing energy and when you use energy

MyAccount has a pricing plan comparison tool to find your cheapest plan

Explore the website – sdge.com/whenmatters

The following page(s) contain the backup material for Agenda Item: [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)

Please scroll down to view the backup material.

Item # ____
02/05/19

**MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL
CITY APPROVING THE WAIVING OF THE READING OF THE
TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING
AND PROVIDING THAT SUCH ORDINANCES SHALL BE
INTRODUCED AND/OR ADOPTED AFTER A READING
OF THE TITLE ONLY.**

(City Clerk)

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City amending the Signage and Facade Improvement Program Maintenance Agreement to streamline and incorporate an Irrevocable License, a Deed of Trust and a Promissory Note in said Agreement. \(Housing and Economic Development\)](#)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: 02/05/2019

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City amending the Signage and Facade Improvement Program Maintenance Agreement to streamline and incorporate an Irrevocable License, a Deed of Trust and a Promissory Note in said Agreement.

PREPARED BY: Megan Gamwell,
Economic Development Specialist

DEPARTMENT: Housing and Economic
Development

PHONE: 619-336-4216

APPROVED BY: 

EXPLANATION:

See attached Background Report.

FINANCIAL STATEMENT:

ACCOUNT NO.
N/A

APPROVED: _____ **FINANCE**
APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

The amendments to the Agreement is not considered a project as defined by the California Environmental Quality Act (CEQA), and is therefore not subject to CEQA.

ORDINANCE: INTRODUCTION ☐ FINAL ADOPTION ☐

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Background Report
2. Original Agreement with redlines.
3. Amended Agreement in final form.

Background Report

The purpose of National City's Signage and Façade Improvement Program (SFIP) is to assist businesses in signage compliance and improve the appearance of existing businesses. The SFIP's mission is to stimulate revitalization and private sector capital investment by proactively addressing deteriorating property conditions and encouraging improvements which increase economic vitality in National City.

The program reimburses eligible owners of commercial buildings and businesses up to 50% of the total cost of eligible improvements, for a maximum reimbursement of \$10,000 for a single commercial property (Standard Incentive) or \$15,000 for a multiple address property (Multi-Tenant Property Owner Incentive).

City Council approved Resolution 2017-185 on October 3, 2017 which adopted the 2017-2022 Economic Development Strategic Plan. Said Resolution also approved the Program Guidelines and Participatory Agreements for the Adopt-A-Place Program, Activate the Right Of Way, and Signage and Façade Improvement Program.

Amendments to Signage and Façade Improvement Program Maintenance Agreement (Agreement) are needed to streamline and incorporate Agreement requirements. The amended Agreement incorporates an Irrevocable License, a Deed of Trust and a Promissory Note rather than having these as stand-alone documents.

SIGNAGE AND FAÇADE MAINTENANCE AGREEMENT

This Signage and Façade Maintenance Agreement (“Agreement”), is entered into on this [insert day] day of [insert month], 2019~~87~~ by and between: the City of National City, a municipal corporation (the “City”); [insert owner’s name and mailing address], hereafter referred to as the “Property Owner”; and [insert business name], hereafter referred to as the “Participant,” located at [insert business address] in National City, California, hereafter referred to as the “Property.”

~~RECITALS SIGNAGE AND FAÇADE MAINTENANCE AGREEMENT~~

~~This Signage and Façade Maintenance Agreement (“Agreement”), is entered into on this [insert day] day of [insert month], 2017 by and between: The City of National City, a municipal corporation (the “City”); [insert owner’s name and mailing address], hereafter referred to as the “Property Owner”; and [insert business name], hereafter referred to as the “Participant,” located at [insert business address] in National City, California, hereafter referred to as the “Property.”~~

RECITALS

WHEREAS, the City desires to stimulate private and public investment throughout the City of National City.

WHEREAS, Government Code § 40401(b) permits the City Council to improve, equip, and maintain places within the City.

WHEREAS, part of the City’s vision and guiding principles in the City’s General Plan, adopted June 7, 2011, focuses on the City maintaining and enhancing economic development opportunities as well as implementing measures that retain and attract business.

WHEREAS, Objective #2 of the City’s 2013-2018 Strategic Plan seeks to establish economic development programs that retain existing businesses and stimulate new investments.

WHEREAS, the City believes that investment in improvements visible to customers, neighboring merchants, and residents will beautify the community and increase the volume of business by making the City of National City and individual businesses more attractive and accessible.

WHEREAS, the City believes that certain improvements that are completed in a meaningful and artful way confer a public benefit by providing certain visual elements and improvements that can be viewed and used by the general public.

WHEREAS, the City has determined that the Property subject to this Agreement is located at a strategic location in the City of National City and whose enhancement would confer an aesthetic and economic benefit to the City of National City.

NOW, THEREFORE, THE PARTIES TO THIS AGREEMENT DO MUTUALLY AGREE AS FOLLOWS:

1. DEFINITIONS

The defined terms shall have the meanings described in this Section whenever used in this Agreement, except where the context clearly indicates otherwise. The City, in its sole discretion, will resolve any question about the intended meaning of the following terms:

- A. Acceptance Date means the date the Improvements are accepted in writing by the City.
- B. Contractor means the California-licensed general contractor selected through a City-approved competitive bidding process to complete the Improvements on the Property. The term “Contractor” also includes any subcontractors, or other construction-related third parties, hired by the Contractor to complete any portion of the Improvements.
- C. Contractor’s Agreement and Scope of Work means the contract entered into between the Property Owner and the Contractor for construction of the Improvements on the Property.
- D. Emergency Repairs means any entrance upon the Property, made on behalf of the City, to repair, protect, maintain, and preserve the architectural style and treatment to the Façade of the Property.
- E. Façade means the exterior surfaces of the building(s) located on the Property given special architectural treatment.
- F. Improvements means the total improvements made to the Façade of the Property as indicated on Exhibit “B.”
- G. Irrevocable License means the irrevocable license hereby granted from the Property Owner and the Participant to the City over portion of land on the Property that the Property Owner grants to the City to access, occupy and use, to for the purpose of conducting Emergency Repairs of to the Façade. (See Exhibit “B”). The Irrevocable License guarantees the City the right to make Emergency Repairs to the Property if the Property Owner fails to maintain the Property and the Façade pursuant to Section 4.
- H. Loan means the City reimbursement of \$[insert amount] to the Property Owner upon proper completion of the Improvements.
- I. Participant means the person or persons operating the business located at the Property where the Improvements are made.
- J. Project has the same meaning as “Improvements.”
- K. Project Manager means the City’s designated representative who will monitor the progress and execution of the Improvements to be constructed under this Agreement.
- L. Property means the unit of real property identified within the County Recorder’s

documents that will be improved under this Agreement. For purposes of this Agreement, the Property is also that real property commonly known as “[insert business name]”, located at [insert business address], National City. A legal description of the Property is attached hereto as Exhibit “A”.

M. Property Owner means the person or entity identified on the title to the Property as shown on the records of the San Diego County Recorder’s Office. ~~The Property Owner is also identified on the Certificate of Ownership (See Exhibit “C”).~~

N. Total Cost Expenditure means all receipts, invoices, and other written documents that show the total actual costs, not to exceed \$[insert dollar amount], paid by the Property Owner to the Contractor to complete the Project.

2. ~~CERTIFICATE OF OWNERSHIP~~

The Property Owner accepts all Improvements made to the Property under this Agreement ~~and has signed the Certificate of Ownership, attached to this Agreement as Exhibit “C”.~~

3. PARTICIPANT CONSENT AND RESPONSIBILITIES

A. The Participant consents to the construction of Improvements on the Property and to the Irrevocable License described in this Agreement.

B. The Participant may not prohibit or deny the City, or a representative of the City, from making Emergency Repairs to the Façade for a period of five (5) years following the Acceptance Date.

4. PROPERTY OWNER’S RESPONSIBILITIES

A. The Property Owner will meet with the Project Manager and other City representatives to coordinate the construction of the Improvements.

~~B.~~ Within ten (10) days after this Agreement is signed by all parties, the Property Owner shall both: (1) enter into the Contractor’s Agreement and Scope of Work, and (2) provide a signed copy of the Contractor’s Agreement to the Project Manager.

~~B-C.~~ The Property Owner will select the Contractor. The Contractor must provide the Project Manager, or designee, (1) proof of contractor’s license and (2) proof of insurance. The Contractor’s insurance must meet all requirements in Section 13 of this Agreement.

~~C-D.~~ The Property Owner must maintain the Improvements in good condition as determined by the City. The Property Owner must repair or replace any damage to the Improvements for five (5) years following the Acceptance Date. The City must approve all proposed repair or replacement of the Improvements completed pursuant to this Section 4 (C).

~~D.E.~~ The Property Owner will not increase the rent to the Participant for a period of five (5) years following the completion date of the Improvements.

5. LOAN TO PROPERTY OWNER

~~(1)~~ The City will reimburse the Property Owner \$[insert dollar amount] after the Property Owner properly ~~installs~~ causes the Improvements to be installed at the Property ("Loan"). ~~The Loan will become immediately repayable to the City if~~

~~(2) (1) — the Property is: sold; leased; conveyed; refinanced (except for refinances involving existing secured debt which is in a superior position to the City Loan secured by this Agreement); vacated; transferred; or assigned.~~

~~(3) Any event listed in Section 5(A)(1) occurs within five (5) years after the Acceptance Date.~~

~~B. The City will pay the Loan to the Property Owner, as discussed in Section 7, for services described in the Contractor's Agreement and Scope of Work.~~

6. CONDITIONS OF LOAN ~~/IRREVOCABLE LICENSE~~

A. If the City determines that the Improvements described in the Contractor's Agreement and Scope of Work ~~are have been~~ properly maintained ~~for at least~~ at all times during the five (5) years following the Acceptance Date, ~~the City will forgive~~ the Loan shall be forgiven. If forgiven, the Property Owner will not be required to repay the Loan to the City. However, the Loan will become immediately repayable to the City if either:

(1) the Property is: sold; ~~leased~~; conveyed; refinanced (except for refinances involving existing secured debt which is in a superior position to the ~~City~~ Loan secured by this Agreement); vacated; transferred; or assigned without the written consent of the City.

(2) the City determines that the Improvements are not properly maintained as required by Section 4 of this Agreement and the Property Owner or the Participant does not restore the Improvements to a condition acceptable to the City within thirty (30) days following the City's delivery of written notice to the Property Owner and the Participant indicating in reasonable detail the nature of the improper maintenance of the Improvements.

~~(3) the City provides Property Owner and Participant with written notice that either event in Subsections (1)–(2) of this Section 6 has occurred.~~

B. Any payments owed to the City pursuant to this Section 6 shall accrue interest at ~~twelve~~ ten percent (~~102~~10%) per annum or at the highest amount permitted by applicable law, whichever is lower. Any payments the City receives pursuant to this Section 6 shall first

be applied to accrued interest, then to the principal amount.

- C. ~~The Irrevocable License, attached to this Agreement as Exhibit “B,” must be granted from the Property Owner to the City. The Irrevocable License shall guarantee the City the right to make Emergency Repairs to the Property if In the event the Property Owner fails to maintain the Property and the Façade pursuant to Section 4. In the event of such failure, the City may assess the Real Property in the amount of the Emergency Repairs.~~

7. CITY’S RESPONSIBILITIES

- A. The City will meet with the Property Owner to discuss the design of the Improvements.

~~B. The Property Owner will select the Contractor. The Contractor must provide the Project Manager, or designee, (1) proof of contractor’s license and (2) proof of insurance. The Contractor’s insurance must meet all requirements in Section 13 of this Agreement.~~

C.B. The Contractor must submit proposed plans to construct the Improvements with the City. The City shall have sole discretion to accept or deny any proposed plans submitted by the Contractor.

~~D.C.~~ The Project Manager will monitor, without liability to the City, the construction of the Improvements and require that the Contractor follow the Contractor’s Agreement and Scope of Work when constructing the Improvements. The Loan described in Section 5 is the only source of funding for any payments made to a Contractor under this Agreement.

~~E.D.~~ The City shall have sole discretion to determine whether the Improvements conform to the Contractor’s Agreement and Scope of Work and any other City-approved plans.

~~F.E.~~ If the City determines that the Improvements conform to the Contractor’s Agreement and Scope of Work, and any other City-approved plans, the City will notify the Property Owner and Participant in writing. The date of this writing will be the Acceptance Date.

~~G.F.~~ The City shall review the Total Cost Expenditure submitted by the Property Owner. If no discrepancies with the Total Cost Expenditure exist, and all other obligations under this Agreement have been met, the City shall ~~issue full payment of the Loan~~ to the Property Owner, within thirty (30) days’ receipt of the Total Cost Expenditure, an amount equal to the amount set forth in the Total Cost Expenditure up to the amount of the Loan.

8. RECORDED DEED OF TRUST

- A. A Deed of Trust shall be recorded in the Office of the San Diego County Recorder. ~~The~~

~~Deed of Trust will constitute constructive notice to the public that:~~

- ~~(1) if the Property is: sold; leased; conveyed; refinanced (except for refinances involving existing secured debt which is in a superior position to the City Loan secured by this Agreement); vacated; transferred; or assigned less than five (5) years following the Acceptance Date, the Loan shall become immediately repayable as described in Section 6 of this Agreement.~~
 - ~~(2) if the City determines that the Improvements are properly maintained for at least five (5) years following the Acceptance Date, the City will forgive the Loan.~~
 - ~~(3) if the City forgives the Loan, the Property Owner will not be required to repay the Loan to the City. If the Loan is so forgiven, the City shall promptly record with the San Diego County Recorder a re-conveyance of title to the Property and all other documents necessary to clear title to the Property. [CAH]~~
- B. In the event of a default by the Property Owner or Participant under this Agreement, the Note or the Deed of Trust, or if the Property Owner has not paid the City the full cost of any Emergency Repairs (including accrued interest) performed to the Property the City shall have the right to foreclose on the Deed of Trust five (5) years following the Acceptance Date, the Irrevocable License shall continue in effect until the City is paid for the Emergency Repairs (include accrued interest).

9. TIME OF PERFORMANCE

The Contractor must complete the Improvements within six (6) MONTHS of the date of this Agreement. The Property Owner Contractor shall submit the Total Cost Expenditure to the Project Manager no later than thirty (30) days after the Acceptance Date.

10. LIABILITY; INDEMNIFICATION AND HOLD HARMLESS

The Property Owner and Participant shall be responsible for all injuries to persons and/or all damages to real or personal property of the City or others, caused by or resulting from the negligence and/or breach of this Agreement, by the Property Owner, Participant, their employees, contractors, subcontractors and/or agents during the construction of the Improvements, or arising out of this Agreement, except those arising from the sole negligence or willful misconduct of the City. The Property Owner and Participant each agree to defend, indemnify and hold harmless the ~~City of National City~~, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of Property Owner and Participants' respective performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful

misconduct of the City, its agents, officers, employees or volunteers. City will cooperate reasonably in the defense of any action, and Property Owner and Participant shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

11. WORKERS' COMPENSATION

The Property Owner and Participant shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the City and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the City or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the Property Owner and Participant under this Agreement.

12. INSURANCE

The Property Owner, at Property Owner's sole cost and expense, shall purchase and maintain, and shall require their Contractor, when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

A. Automobile Insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles ("any auto"). The policy shall name the City and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

B. Commercial General Liability Insurance, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the City and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

C. Workers' Compensation Insurance in an amount sufficient to meet statutory requirements covering all of Contractors' employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the City. Said endorsement shall be provided prior to commencement of work under this Agreement. If Contractor have no employees subject to the California Workers' Compensation and Labor laws, Contractor shall execute a Declaration to that effect. Said Declaration shall be provided by the Property Owner and Contractor to City.

E. The aforesaid policies shall constitute primary insurance as to the City, its officers,

officials, employees, and volunteers, so that any other policies held by the City shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the City's Risk Manager, at the address listed in subsection G below, of cancellation or material change.

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the Property Owner and Contractor shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

G. The Certificate Holder for all policies of insurance required by this Section shall be:

City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA 91950-4397

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the City's Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the City's Risk Manager. If the Property Owner and Contractor do not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the City may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the City.

K. If the Property Owner and Contractor maintain broader coverage or higher limits (or both) than the minimum limits shown above, the City requires and shall be entitled to the broader coverage or higher limits (or both) maintained by the Property Owner and Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

13. NOTICE OF DEFAULT

If the Property Owner or Participant (or both) fail to perform or observe any of their respective obligations required by this Agreement, the City will provide written notice to the Property Owner or Participant (or both) explaining such default. If Property Owner or Participant (or both) fail to correct such default within thirty (30) days' receipt of the notice, and fail to make diligent efforts to correct the default, the Loan will become immediately repayable pursuant to Sections 5, 6, and 8 of this Agreement.

14. ENTIRE AGREEMENT; EXHIBITS AND SCHEDULES

A. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties regarding the site improvement provisions described in this Agreement. No subsequent agreement, representation, or promise made by either party to this Agreement, or by or to an employee, officer, agent or representative of any party to this Agreement shall be of any effect unless it is in writing and executed by the party to be bound thereby.

B. The Exhibits attached to this Agreement are hereby incorporated to this Agreement by this reference for all purposes. To the extent any Exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

15. MODIFICATIONS TO AGREEMENT

The terms of this Agreement may not be modified or amended except by an instrument in writing signed by each of the parties to this Agreement.

16. CONSTRUCTION OF AGREEMENT

The parties acknowledge that (1) each party is of equal bargaining strength, (2) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (3) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (4) each party and such party's counsel and advisors have reviewed this Agreement, (5) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (6) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF NATIONAL CITY

[insert name of Property Owner], Property Owner of [insert property address], National City, California 91950

(Corporation – signatures of two corporate officers required)

By: _____
Leslie Deese, City Manager

By: _____
(Name)

APPROVED AS TO FORM:
Angil P. Morris Jones
City Attorney

(Print)

By: _____
Roberto M. Contreras
Deputy City Attorney

(Title)

By: _____
(Name)

(Print)

(Title)

[insert name of Participant], Operator of “[insert name of business]” (located at [insert business address] National City, California 91950)

(Corporation – signatures of two corporate officers required)

By: _____
(Name)

(Print)

(Title)

NO CHARGE ON THIS
DOCUMENT
FOR THE BENEFIT OF ~~A STATE
AGENCY FURNISHED BY~~ THE CITY
OF NATIONAL CITY

Recording Requested By:

City of National City
Housing and Economic Development
Department
1243 National City Boulevard
National City, CA 91950-4301

And When Recorded Mail To:

City of National City
Housing and Economic Development
Department
1243 National City Boulevard
National City, CA 91950-4301

DEED OF TRUST

THIS DEED OF TRUST is made this _____ by _____,
whose address is _____ ("Trustor^{ed}"), to Stewart Title Company, a
California corporation ("Trustee"); for the benefit of the City of National City ("Beneficiary"),
whose address is 1243 National City Boulevard, National City, California 91950-4301.

TRUSTOR HEREBY irrevocably grants, transfers, and assigns to Trustee, in trust, with
power of sale, all that property, including, but not limited to, real property ("Proprety" or the
"Business") located at _____, National City, CA, 91950,
APN Nos. _____, in the City of National City, County of San
Diego, State of California, more particularly described as: ;

FOR THE PURPOSE OF SECURING:

(1) Payment of the indebtedness evidenced by a promissory note of even date herewith executed
by Trustor, in the principal sum of _____ AND
NO/IOO DOLLARS (\$_____), and any renewal, extension, or modification of the
promissory note (the "Note");

(2) Any additional sums and interest that may hereafter be loaned to the then record owner of the Business by Beneficiary, when evidenced by another note or notes reciting that it or they are so secured; and

(3) The performance of each agreement contained in this Deed of Trust

~~(3)(4) The performance of each agreement of Trustor under that certain including the Signage and Façade Maintenance Agreement of even date herewith and the Irrevocable License.~~

~~(4) if the Property is: sold; leased; conveyed; refinanced (except for refinances involving existing secured debt which is in a superior position to the City Loan secured by this Agreement); vacated; transferred; or assigned less than five (5) years following the Acceptance Date, the Loan shall become immediately repayable as described in Section 6 of this Agreement.~~

~~(5) if the City determines that the Improvements are properly maintained for at least five (5) years following the Acceptance Date, the City will forgive the Loan.~~

~~(6)(5) if the City forgives the Loan, the Property Owner will not be required to repay the Loan to the City. If the Loan is so forgiven, the City shall promptly record with the San Diego County Recorder a re-conveyance of title to the Property and all other documents necessary to clear title to the Property.~~ [CA2]

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

Maintenance and Repair

(1) To keep the Property/-Business in good condition and repair; not to remove or demolish any buildings on the Property; to complete or restore promptly and in good and workmanlike manner any building that may be constructed, damaged or destroyed on the Property/Business ; to pay when due all claims for labor performed and materials furnished for the Property/Business, to comply with all laws affecting the Property/Business or requiring any alterations or improvements to be made on the Property/Business; not to commit or permit waste of the Property/Business; not to commit, suffer or permit any act upon the Property/Business in violation of law; and to cultivate and maintain the landscaping, and do all other acts that from the character or use of the Property/Business may be reasonably necessary.

A. If the Beneficiary City determines that the Improvements described in the Signage and Façade Maintenance Agreement ~~are have been~~ properly maintained for at least five (5) years following the Acceptance Date, the Beneficiary City will forgive the Loan, as defined in the Signage and Façade Maintenance Agreement. If forgiven, the Property Owner Trustor will not be required to repay the Loan to the Beneficiary City. However, the Loan will become immediately repayable to the Beneficiary City if:

(1) the Property is: sold; ~~leased~~; conveyed; refinanced (except for refinances involving existing secured debt which is in a superior position to the ~~City~~ Loan

~~secured by this Agreement~~); vacated; transferred; or assigned without the written consent of the Beneficiary.

(2) the ~~Beneficiary City~~ determines that the Improvements are not properly maintained as required by this Section and the Trustor or the Participant, as defined in the Signage and Façade Maintenance Agreement, does not restore the Improvements to a condition acceptable to the Beneficiary within thirty (30) days following the Beneficiary's delivery of written notice to the Trustor and the Participant indicating in reasonable detail the nature of the improper maintenance of the Improvements.

~~(3) the City provides Property Owner and Participant with written notice that either event in Subsections (1)–(2) of Section 6 in the Signage and Façade Maintenance Agreement has occurred.~~

Fire Insurance

(2) To provide, maintain, and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary as its interest may appear. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured by this Deed of Trust, and in any order determined by Beneficiary, or at the option of Beneficiary, the entire amount so collected or any part of that amount may be released to Trustor, except that if the proceeds of the award for any taking or injury to the Property/-Business or the amount of such proceeds plus funds provided by Trustor is sufficient to allow for the repair and restoration of the Property/-Business, and such repair and/or restoration is physically and legally possible, then the Trustor shall use the proceeds of the award to timely effectuate such repair and/or restoration. Upon receipt of such proceeds, Beneficiary may hold the proceeds as further security, or apply or release them in the same manner and with the same effect as provided in this Deed of Trust for the disposition of proceeds of fire or other insurance. This application or release shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such a notice.

Defense of Security

(3) To appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary, or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

Payment of Liens and Taxes

(4) To pay, at least ten (10) days before delinquency, all taxes and assessments affecting the Business/Property, including assessments on appurtenant water stock, all encumbrances, charges, and liens, with interest, on the Property/-Business or any part of the Property/-Business, which appear to be prior or superior to this Deed of Trust; and all costs, fees, and expenses of this Trust. If Trustor fails to make any payment or to do any act as provided in this Deed of Trust, then

Beneficiary or Trustee may (but is not obligated to) make the payment or do the act in the required manner, and to the extent deemed necessary to Beneficiary or Trustee to protect the security of this Deed of Trust. The performance by Beneficiary or Trustee of such an act shall not require notice to or demand upon Trustor, and shall not release Trustor from any obligation under this Deed of Trust. Beneficiary or Trustee shall also have the ~~following related~~ rights and powers: to enter upon the Property/~~Business~~ for the foregoing purposes ~~as noted in~~ pursuant to the Irrevocable License and to appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights and powers of Beneficiary or Trustee; to pay, purchase, contest, or compromise any encumbrance, charge, or lien that in the judgment of either appears to be prior or superior to this Deed of Trust; to employ counsel; and to pay necessary expenses and costs, including attorneys' fees.

- A. Any payments owed to the City pursuant to this Section 4 shall accrue interest at ~~twelve~~ ten percent (~~102~~%) per annum or at the highest amount permitted by applicable law, whichever is lower. Any payments the City receives pursuant to this Section 4 shall first be applied to accrued interest, then to the principal amount.
- B. ~~In the event any of The loan will only begin to accrue 12% at that point after the three conditions set forth in Section 1.A.(1) or(2), below above, are triggered, the Loan shall be deemed to have accrued: (i) This interest should not be retroactive to the loan date. Only 3% simple interest will accrue between from the Acceptance Date until the date such condition is triggered; plus (ii) simple interest at the rate of 10% beginning on the date the condition is triggered until all principal and interest of the Loan is paid in full. the loan date and the conditions listed below, making the loan immediately payable. [CA3]~~
 - (1) ~~if the Property is: sold; leased; conveyed; refinanced (except for refinances involving existing secured debt which is in a superior position to the City Loan secured by this Agreement); vacated; transferred; or assigned less than five (5) years following the Acceptance Date, the Loan shall become immediately repayable as described in Section 6 of this Agreement.~~
 - (2) ~~if the City determines that the Improvements are properly maintained for at least five (5) years following the Acceptance Date, the City will forgive the Loan.~~
 - (3) ~~if the City forgives the Loan, the Property Owner will not be required to repay the Loan to the City. If the Loan is so forgiven, the City shall promptly record with the San Diego County Recorder a re-conveyance of title to the Property and all other documents necessary to clear title to the Property.~~

Reimbursement of Costs

(5) To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to this Deed of Trust, with interest from date of expenditure at the amount allowed by law in effect at the date of this Deed of Trust, and to pay any reasonable amount demanded by Beneficiary (up to the maximum allowed by law at the time of the demand) for any beneficiary statement requested by Trustor or any other beneficiary of a Deed of Trust encumbering the Property/Business regarding the obligation secured by this Deed of Trust.

Obligations of Trustor

- (6) That Trustor will not permit or suffer the use of any of the Property/-Business for any purpose other than the use for which the same was intended at the time this Deed of Trust was executed.
- (7) That the Signage and Façade Improvement Loan Agreement ~~and the Irrevocable License referred as defined~~ in the Note ~~are is~~ incorporated herein by reference and made a part of this Deed of Trust.
- (8) To perform, in a timely manner, each agreement and covenant by and between Trustor on any and all notes, loans, and deeds of trust that are senior and/or junior to this Deed of Trust. A default in any of these obligations, beyond any applicable cure period, shall constitute a default under the Deed of Trust.

B. TRUSTOR AGREES THAT:

Condemnation Award

- (1) Any award of damages in connection with any taking or condemnation, or for injury to the Property/-Business by reason of public use, or for damages for private trespass or injury to the Property/Business, is hereby assigned and shall be paid to Beneficiary, as its interest may appear as further security for all obligations secured by this Deed of Trust, except that if the proceeds of the award for any taking or injury to the Property/Business or the amount of such proceeds plus funds provided by Trustor is sufficient to allow for the repair and restoration of the Property/Business, and such repair and/or restoration is physically and legally possible, then the Trustor shall use the proceeds of the award to timely effectuate such repair and/or restoration. Upon receipt of such proceeds, Beneficiary may hold the proceeds as further security, or apply or release them in the same manner and with the same effect as provided in this Deed of Trust for the disposition of proceeds of fire or other insurance.

Waiver of Late Payments

- (2) By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay any indebtedness secured by this Deed of Trust.

Trustee's Powers

- (3) Upon written request of Beneficiary and presentation of this Deed of Trust, Trustee may (a) reconvey all or any part of the Property/Business; (b) consent to the making and recording, or either, on any map or plat of all or any part of the Property/Business; (c) join in granting any easement of the Property/Business; or (d) join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance, or charge of this Deed of Trust. Trustee need not provide Trustor with notice before taking any of the foregoing actions, and shall not be liable for the proper performance of the act. The exercise by Trustee of any of the foregoing powers shall not affect the personal liability of any person for payment of the indebtedness secured by this Deed of Trust, or the lien of this Deed of Trust on the remaining Property/Business as security for the repayment of the full amount secured by this Deed of Trust.

Full Reconveyance

(4) Upon written request of Beneficiary stating that all obligations secured by this Deed of Trust have been performed in full, surrender of this Deed of Trust, any notes secured by this Deed of Trust to the Trustee for cancellation and retention, and payment of Trustee's fees and charges, Trustee shall reconvey, without warranty, the Property/Business then subject to this Deed of Trust. Absent manifest error, the recitals in the Reconveyance shall be conclusive proof of the truthfulness of the recitals. The grantee in the Reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of the full reconveyance, Trustee may destroy the Note and this Deed of Trust, unless directed in the request to retain them.

Assignment of Rents

(5) As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power, and authority during the continuance of these Trusts, to collect the rents, issues, and profits of the Property/Business, but reserves the right, prior to any default by Trustor in payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement under this Deed of Trust, to collect and retain these rents, issues, and profits as they become due and payable. Upon any such default for which cure has not been commenced within thirty (30) days and thereafter completed with diligence, Beneficiary may, without notice and without regard to the adequacy of the security for the indebtedness secured by this Deed of Trust, either personally or by agent or court-appointed receiver, do the following: enter upon and take possession of the Property/Business or any part of the Property/Business : sue for or otherwise collect all rents, issues, and profits, including those past due and unpaid; and apply these rents, issues, and profits, less costs and expenses of operation and collection (including reasonable attorneys' fees), upon any indebtedness secured by this Deed of Trust, in any order determined by Beneficiary. The exercise of the foregoing rights by Beneficiary shall not cure or waive any default under this Deed of Trust or invalidate any act done pursuant to such a notice.

Default in Foreclosure

(6) Upon default by Trustor in the payment of any indebtedness secured by this Deed of Trust or in the performance of any obligation under this Deed of Trust for which cure has not been commenced within thirty (30) days, and thereafter completed with diligence, Beneficiary may declare all sums secured by this Deed of Trust immediately due and payable by delivering to Trustee a written declaration of default and demand for sale and a written notice of default and election to sell the Property/Business. Trustee shall cause the notice of default and election to sell to be recorded. Beneficiary also shall deposit with Trustee this Deed of Trust, a copy of the Agreement, and all other documents evidencing obligations secured by this Deed of Trust.

After the required time period has lapsed following the recordation of the Notice of Default, and after notice of sale has been given as required by law, Trustee, without demand on Trustor, shall sell the Property/Business at the time and place specified in the notice of sale, either as a whole or in separate parcels, and in any order determined by Trustee, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone sale of all or any portion of the Property/Business by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public

announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser at the auction its deed conveying the Property/Business old, but without any covenant or warranty, express or implied. Absent manifest error, the recital in the deed of any matter or fact shall be conclusive proof of the truthfulness of the recital. Any person, including Trustor, Trustee, or Beneficiary, may purchase at the sale.

After deducting all costs, fees, and expenses of Trustee and Beneficiary under this paragraph, including costs of procuring evidence of title incurred in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms of this Deed of Trust, not then repaid, with accrued interest at the amount allowed by law in effect at the date of this Deed of Trust; all other sums then secured by this Deed of Trust; and the remainder, if any, to the person or persons legally entitled to the remaining proceeds.

Further Encumbrances

~~(7) — Should the BUSINESS be sold, hypothecated, vacated, leased, transferred, assigned, or alienated on or before five (5) years from the Completion Date of the improvements, this Loan shall be repayable in full by the BUSINESS OWNER(S) to CDC, upon demand, with interest at the option of the CDC, (each, a "Transfer"), without first obtaining the written consent of the Beneficiary, then all obligations secured by the Deed of Trust may be declared due and payable, Agreement (as defined in the Note). Consent to one transaction of this type will not constitute a waiver of the right to acquire consent to future or successive transactions.~~

~~Interest shall be calculated at 3.0 % per annum simple interest retroactive to the date of the Loan. Unless BUSINESS OWNER(S) has complied with the terms of the AGREEMENT, the Loan identified shall constitute a lien upon the Business in the amount of the loan plus interest computed.~~

~~The Debtor will pay the note secured by this Deed of Trust and any renewal or extension of it and any other indebtedness secured by this Deed of Trust in accordance with the terms and provisions of this Deed of Trust. On full payment by the Debtor of all indebtedness secured by this agreement in accordance with this Deed of Trust, this Deed of Trust shall expire, and the Secured Party's security interest in the Collateral, as set forth in this Deed of Trust shall terminate.~~

General Provisions

~~(87)~~ This Deed applies to, inures to the benefit of, and binds all parties to this Deed of Trust, and their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term "Beneficiary" shall mean City of National City, and the heirs, legatees, devisees, administrators, executors, and assigns of any such person. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

Acceptance by Trustee

(9) Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party to this Deed of Trust of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

Substitution of Trustees

(10) Beneficiary, or any successor in ownership of any indebtedness secured by this Deed of Trust, may from time to time, by written instrument, substitute a successor or successors to any Trustee named in or acting under this Deed of Trust. The substitution instrument shall contain the name of the original Trustor, Trustee, and Beneficiary under this Deed of Trust, the book and page where this Deed is recorded, and the name and address of the new Trustee. When executed by Beneficiary, and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property/Business is situated, the substitution instrument shall be conclusive proof of proper substitution of the successor Trustee or Trustees. Any successor Trustee or Trustees shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers, and duties.

Cumulate Powers and Remedies

(11) The powers and remedies conferred in the Deed of Trust are concurrent and cumulative to all other rights and remedies provided in this Deed of Trust or given by law. These powers and remedies may be exercised singly, successively, or together, and as often as deemed necessary.

Conclusiveness of Recitals

(12) The recitals contained in any Reconveyance, trustee's deed, or any other instrument executed by the Trustee from time to time under the authority of this Deed of Trust or in exercise of its powers or the performance of its duties under this Deed of Trust, shall be conclusive evidence of their truth, whether stated as specific and particular facts, or in general statements or conclusions absent manifest error. Further, the recitals shall be binding and conclusive upon the Trustor, its heirs, executors, administrators, successors, and assigns, and all other persons.

Attorneys' Fees

(13) If any action is brought for the foreclosure of this Deed of Trust or for the enforcement of any provision of this Deed of Trust (whether or not suit is filed), Trustor agrees to pay all costs and expenses of Beneficiary and Trustee, including reasonable attorneys' fees; and these sums shall be secured by this Deed of Trust.

Co-trustees

(14) If two or more persons are designated as Trustee in this Deed of Trust, any, or all, power granted in this Deed of Trust to Trustee may be exercised by any of those persons, if the other person or persons are unable, for any reason, to act. Any recital of this inability in any instrument executed by any of those persons shall be conclusive against Trustor and Trustor's heirs and assigns.

Request for Notices of Default and Sale

(15) In accordance with Section 2924b of the California Civil Code; request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under that Deed of Trust executed by the Trustor concerning this Property/Business be mailed to:

City of National City
Housing and Economic Development
1243 National City Boulevard
National City, CA 91950-4301

NOTICE: A copy of any notice of default and of any notice of sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.

The undersigned Trustor requests that a copy of any notice of default and of any notice of sale under this Deed of Trust be mailed to Trustor at the address of Trustor set forth above.

Reasonable Inspection

(17) Trustor shall permit Beneficiary and its agents or representatives, to inspect the Property/Business at any and all reasonable times, with at least 24 hours advance notice. Inspections shall be conducted so as not to interfere with the tenants' use and enjoyment of the Property/Business.

Hazardous Materials

(18) For purposes of this Deed of Trust, "Hazardous Materials" mean and include any hazardous, toxic or dangerous waste, substance or material including, without limitation, flammable explosives, radioactive materials, asbestos, hazardous wastes or toxic substances in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended (42 U.S.C. 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.), and those substances defined as hazardous wastes in 25117 of the California Health and Safety Code or as hazardous substances in 25316 of the California Health and Safety Code or in any regulations promulgated under either such law, any so-called "Superfund" or "Superlien" law, or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

(19) In addition to the general and specific representations, covenants, and warranties set forth in the Deed of Trust or otherwise, Trustor represents, covenants, and warrants, with respect to Hazardous Materials, as follows:

(a) Neither Trustor nor, to the best knowledge of Trustor, any other person, has ever caused or permitted any Hazardous Materials to be manufactured, placed, held, located or disposed of on, under or at the Property/Business or any part thereof, and neither the Property/Business nor any part thereof, or any Property/Business adjacent thereto, has ever been used (whether by the Trustor or, to the best knowledge of the Trustor, by another person) as a manufacturing site, dump site, or storage site (whether permanent or temporary) for any Hazardous Materials;

(b) Trustor hereby agrees to indemnify Beneficiary, its officers, employees contractors, and agents, and hold Beneficiary, its officers, employees, contractors and agents harmless from

and against any and all losses, liabilities, damages, injuries, costs,' expenses and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Beneficiary, its officers, employees, contractors or agents for, with respect to, or as a direct or indirect result of, the presence or use, generation, storage, release, threatened release or disposal of Hazardous Materials on or under the Property/Business or the escape, seepage, leakage, spillage, discharge, emission or release of any Hazardous Materials from the Property/Business(including, without limitation, any losses, liabilities, damages, injuries, costs, expenses, or claims asserted or arising under CERCLA, any so-called "Superfund" or "Superlien" law, or any other federal, State or local statute law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials) regardless of whether or not caused by or within the control of Trustor.

Notwithstanding the foregoing, Trustor's obligations under this section shall not apply to any losses, liabilities, damages, injuries, costs, expense, or claims which arise out of or relate to Hazardous Materials which are generated, released or stored on the Property/Business after the date that Beneficiary takes possession thereof.

(c) Trustor has not received any notice of (i) the happening of any event involving the use, spillage, discharge, or cleanup of any Hazardous Materials ("Hazardous Discharge") affecting Trustor or the Property/Business or (ii) any complaint, order, citation, or notice with regard to air emissions, water discharges, noise emissions, or any other environmental, health, or safety matter affecting Trustor, or the Property/Business("Environmental Complaint") from any person or entity, including, without limitations, the United States Environmental Protection Agency ("EPA"). If Trustor receives any such notice after the date hereof, then Trustor will give, within seven (7) days thereafter, oral and written notice of same to Beneficiary.

(d) Without limitation of Beneficiary's rights under this Deed of Trust, Beneficiary shall have the right, but not the obligation, to enter onto the Property/Business or to take such other actions as it deems necessary or advisable to clean up, remove, resolve, or minimize the impact of, or otherwise deal with, any such Hazardous Materials or Environmental Complaint upon its receipt of any notice from any person or entity, including without limitation, the EPA, asserting the existence of any Hazardous Materials or an Environmental Complaint on or pertaining to the Property/Business , which if true, could result in an order, suit, or other action against Trustor affecting any part of the Property/Business by any governmental agency or otherwise which, in the sole opinion of Beneficiary, could jeopardize its security under the Deed of Trust. All reasonable costs and expenses incurred by Beneficiary in the exercise of any such rights shall be secured by this Deed of Trust, and shall be payable by Trustor upon demand together with interest thereon at a rate equal to the highest rate payable under the note secured hereby.

Continuing Obligations

(e) The foregoing representation, covenants, indemnities, and warranties shall be continuing, and shall be true and correct for the period from the date hereof to the release of this Deed of Trust (whether by payment of the indebtedness secured hereby or foreclosure or action in lieu thereof), and these representations, covenants, indemnities, and warranties shall survive such release.

Successor Owners

(20) Each successor owner of an interest in the Property/Business other than through foreclosure or deed in lieu of foreclosure, shall take its interest subject to this Deed of Trust.

Governing Law

(21) This Deed of Trust shall be governed by and construed in accordance with the laws of the State of California.

Dated _____

~~Debtor~~ Trustor:
~~Doing business as:~~

_____~~SECURED PARTY~~ City of National City

Sate California)
County of)

On _____ before me, _____, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

NOTE

\$_____

California.

National City, San Diego County,

1. FOR VALUE RECEIVED, and in consideration of that certain Signage and Façade Maintenance Agreement (“Agreement”) of even date herewith, made by the City of National City (“City”) and _____ (“Maker”), the Maker undersigned promises to pay to the City or order, of the City of National City at 140 East 12th Street, Suite B, National City, San Diego County, California, or at any other place in the State of California that any holder of this Note may designate in writing, the principal sum of \$_____ subject to the terms and conditions set forth hereafter with interest, from the date written above until paid, at the rate of 3% percent per annum. This Note is executed pursuant to the Agreement and the deed of trust (“Deed of Trust”), being executed concurrently herewith, to be recorded in the office of the County Recorder of San Diego County. All capitalized terms which are not defined herein shall have the meaning ascribed to them in the Agreement.

2. Terms of Loan. If the Holder determines that the Improvements described in the Contractor’s Agreement and Scope of Work have been properly maintained at all times during the five (5) years following the Acceptance Date, this Note shall be forgiven in its entirety. Provided, however, this Note shall become immediately repayable to the City if either:

This Note, together with all interest due on it, is due and payable as follows:

DEBTOR AND CITY agree that the loan will only begin to accrue 12% at that point after the three conditions below are triggered. This interest should not be retroactive to the loan date. Only 3% simple interest will accrue between the loan date and the conditions listed below, making the loan immediately payable. [CA4]

1. —(a) if the Property is: sold; leased; conveyed; refinanced (except for refinances involving existing secured debt which is in a superior position to the City Loan secured by this Agreement/Deed of Trust); vacated; transferred; or assigned less than five (5) years following the Acceptance Date, without the written consent of the City, the Loan shall become immediately repayable as described in Section 6 of this Agreement.

2. (b) if the City determines that the Improvements are not properly maintained as required by Section 4 of the Agreement and the Maker or the Participant does not restore the Improvements to a condition acceptable to the City within thirty (30) days following the City’s delivery of written notice to the Maker and the Participant indicating in reasonable detail the nature of the improper maintenance of the Improvements for at least five (5) years following the Acceptance Date, the City will forgive the Loan.

3. if the City forgives the Loan, the Property Owner will not be required to repay the Loan to the City. If the Loan is so forgiven, the City shall promptly record with the San Diego County Recorder a re-conveyance of title to the Property and all other documents necessary to clear

title to the Property. [CA5]

(c) In the event any of the conditions set forth in Section 2(a) or (b), above, are triggered, this Note shall become immediately due and payable and this Note shall be deemed to have accrued: (i) 3% simple interest from the Acceptance Date until the date such condition is triggered; plus (ii) simple interest at the rate of 10% beginning on the date the condition is triggered until all principal and interest of the Loan is paid in full.

~~The payment of this Note is secured by a Deed of Trust of this date from _____ to the City of National City granting a security interest in and to the following described property: _____, APN No. _____ together with all other property described in or referred to in the Deed of Trust.~~

(d) The maker shall have the right to prepay the principal of this note in whole or in part prior to its due date without premium or penalty.

(e) If this ~~Note~~ is placed in an attorney's hands for collection, or collected by a lawsuit or through a bankruptcy, or probate, or any other court, either before or after maturity, there shall be paid to the holder of this Note reasonable attorneys' fees, costs, and other expenses incurred by the holder in enforcing the terms of this note.

(f) ~~Failure to pay any part of the principal or interest of this Note when due, or failure to carry out any of the terms, covenants, or condition of this Note, the Agreement or the Deed of Trust, shall authorize the holder of this Note to declare as immediately due and payable all of the then-unpaid principal and interest, and to exercise any and all of the rights and remedies provided by the California Commercial Code set forth in this Note, the Agreement and the Deed of Trust, as well as all other rights and remedies either at law or in equity possessed by the holder of the Note.~~

(g) The makers, signers, and endorser of this Note jointly and severally waive presentment, notice of dishonor, and protest.

MAKER:

_____ Dated _____

~~Debtor:~~

~~Doing business as:~~

~~SECURED PARTY City of National City~~

~~Sate California~~ _____)
~~County of~~ _____)

On _____ before me, _____, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed instrument.

I certify under ~~PENALTY OF PERJURY~~ under the laws of the State of California that the foregoing paragraph is true and correct.

~~WITNESS my hand and official seal.~~

Signature of Notary Public

SIGNAGE AND FAÇADE MAINTENANCE AGREEMENT

This Signage and Façade Maintenance Agreement (“Agreement”), is entered into on this [insert day] day of [insert month], 2018 by and between: the City of National City, a municipal corporation (the “City”); [insert owner’s name and mailing address], hereafter referred to as the “Property Owner”; and [insert business name], hereafter referred to as the “Participant,” located at [insert business address] in National City, California, hereafter referred to as the “Property.”

RECITALS

WHEREAS, the City desires to stimulate private and public investment throughout the City of National City.

WHEREAS, Government Code § 40401(b) permits the City Council to improve, equip, and maintain places within the City.

WHEREAS, part of the City’s vision and guiding principles in the City’s General Plan, adopted June 7, 2011, focuses on the City maintaining and enhancing economic development opportunities as well as implementing measures that retain and attract business.

WHEREAS, Objective #2 of the City’s 2013-2018 Strategic Plan seeks to establish economic development programs that retain existing businesses and stimulate new investments.

WHEREAS, the City believes that investment in improvements visible to customers, neighboring merchants, and residents will beautify the community and increase the volume of business by making the City of National City and individual businesses more attractive and accessible.

WHEREAS, the City believes that certain improvements that are completed in a meaningful and artful way confer a public benefit by providing certain visual elements and improvements that can be viewed and used by the general public.

WHEREAS, the City has determined that the Property subject to this Agreement is located at a strategic location in the City of National City and whose enhancement would confer an aesthetic and economic benefit to the City of National City.

NOW, THEREFORE, THE PARTIES TO THIS AGREEMENT DO MUTUALLY AGREE AS FOLLOWS:

1. DEFINITIONS

The defined terms shall have the meanings described in this Section whenever used in this Agreement, except where the context clearly indicates otherwise. The City, in its sole discretion, will resolve any question about the intended meaning of the following terms:

A. Acceptance Date means the date the Improvements are accepted in writing by the City.

- B. Contractor means the California-licensed general contractor selected through a City-approved competitive bidding process to complete the Improvements on the Property. The term “Contractor” also includes any subcontractors, or other construction-related third parties, hired by the Contractor to complete any portion of the Improvements.
- C. Contractor’s Agreement and Scope of Work means the contract entered into between the Property Owner and the Contractor for construction of the Improvements on the Property.
- D. Emergency Repairs means any entrance upon the Property, made on behalf of the City, to repair, protect, maintain, and preserve the architectural style and treatment to the Façade of the Property.
- E. Façade means the exterior surfaces of the building(s) located on the Property given special architectural treatment.
- F. Improvements means the total improvements made to the Façade of the Property as indicated on Exhibit “B.”
- G. Irrevocable License means the irrevocable license hereby granted from the Property Owner and the Participant to the City over the Property to access, occupy and use, for the purpose of conducting Emergency Repairs to the Façade. The Irrevocable License guarantees the City the right to make Emergency Repairs to the Property if the Property Owner fails to maintain the Property and the Façade pursuant to Section 4.
- H. Loan means the City reimbursement of \$[insert amount] to the Property Owner upon proper completion of the Improvements.
- I. Participant means the person or persons operating the business located at the Property where the Improvements are made.
- J. Project has the same meaning as “Improvements.”
- K. Project Manager means the City’s designated representative who will monitor the progress and execution of the Improvements to be constructed under this Agreement.
- L. Property means the unit of real property identified within the County Recorder’s documents that will be improved under this Agreement. For purposes of this Agreement, the Property is also that real property commonly known as “[insert business name]”, located at [insert business address], National City. A legal description of the Property is attached hereto as Exhibit “A”.
- M. Property Owner means the person or entity identified on the title to the Property as shown on the records of the San Diego County Recorder’s Office.
- N. Total Cost Expenditure means all receipts, invoices, and other written documents that

show the total actual costs, not to exceed \$[insert dollar amount], paid by the Property Owner to the Contractor to complete the Project.

2. OWNERSHIP

The Property Owner accepts all Improvements made to the Property under this Agreement.

3. PARTICIPANT CONSENT AND RESPONSIBILITIES

- A. The Participant consents to the construction of Improvements on the Property and to the Irrevocable License described in this Agreement.
- B. The Participant may not prohibit or deny the City, or a representative of the City, from making Emergency Repairs to the Façade for a period of five (5) years following the Acceptance Date.

4. PROPERTY OWNER'S RESPONSIBILITIES

- A. The Property Owner will meet with the Project Manager and other City representatives to coordinate the construction of the Improvements.
- B. Within ten (10) days after this Agreement is signed by all parties, the Property Owner shall both: (1) enter into the Contractor's Agreement and Scope of Work, and (2) provide a signed copy of the Contractor's Agreement to the Project Manager.
- C. The Property Owner will select the Contractor. The Contractor must provide the Project Manager, or designee, (1) proof of contractor's license and (2) proof of insurance. The Contractor's insurance must meet all requirements in Section 13 of this Agreement.
- D. The Property Owner must maintain the Improvements in good condition as determined by the City. The Property Owner must repair or replace any damage to the Improvements for five (5) years following the Acceptance Date. The City must approve all proposed repair or replacement of the Improvements completed pursuant to this Section 4 (C).
- E. The Property Owner will not increase the rent to the Participant for a period of five (5) years following the completion date of the Improvements.

5. LOAN TO PROPERTY OWNER

The City will reimburse the Property Owner \$[insert dollar amount] after the Property Owner properly causes the Improvements to be installed at the Property ("Loan").

6. CONDITIONS OF LOAN

- A. If the City determines that the Improvements described in the Contractor's Agreement

and Scope of Work have been properly maintained at all times during the five (5) years following the Acceptance Date, the Loan shall be forgiven. If forgiven, the Property Owner will not be required to repay the Loan to the City. However, the Loan will become immediately repayable to the City if either:

- (1) the Property is: sold; conveyed; refinanced (except for refinances involving existing secured debt which is in a superior position to the Loan); vacated; transferred; or assigned without the written consent of the City.
 - (2) the City determines that the Improvements are not properly maintained as required by Section 4 of this Agreement and the Property Owner or the Participant does not restore the Improvements to a condition acceptable to the City within thirty (30) days following the City's delivery of written notice to the Property Owner and the Participant indicating in reasonable detail the nature of the improper maintenance of the Improvements.
- B. Any payments owed to the City pursuant to this Section 6 shall accrue interest at ten percent (10%) per annum or at the highest amount permitted by applicable law, whichever is lower. Any payments the City receives pursuant to this Section 6 shall first be applied to accrued interest, then to the principal amount.
 - C. In the event the Property Owner fails to maintain the Property and the Façade pursuant to Section 4, the City may assess the Real Property in the amount of the Emergency Repairs.

7. CITY'S RESPONSIBILITIES

- A. The City will meet with the Property Owner to discuss the design of the Improvements.
- B. The Contractor must submit proposed plans to construct the Improvements with the City. The City shall have sole discretion to accept or deny any proposed plans submitted by the Contractor.
- C. The Project Manager will monitor, without liability to the City, the construction of the Improvements and require that the Contractor follow the Contractor's Agreement and Scope of Work when constructing the Improvements. The Loan described in Section 5 is the only source of funding for any payments made to a Contractor under this Agreement.
- D. The City shall have sole discretion to determine whether the Improvements conform to the Contractor's Agreement and Scope of Work and any other City-approved plans.
- E. If the City determines that the Improvements conform to the Contractor's Agreement and Scope of Work, and any other City-approved plans, the City will notify the Property Owner and Participant in writing. The date of this writing will be the Acceptance Date.

- F. The City shall review the Total Cost Expenditure submitted by the Property Owner. If no discrepancies with the Total Cost Expenditure exist, and all other obligations under this Agreement have been met, the City shall pay to the Property Owner, within thirty (30) days' receipt of the Total Cost Expenditure, an amount equal to the amount set forth in the Total Cost Expenditure up to the amount of the Loan.

8. RECORDED DEED OF TRUST

- A. A Deed of Trust shall be recorded in the Office of the San Diego County Recorder.
- B. In the event of a default by the Property Owner or Participant under this Agreement, the Note or the Deed of Trust, or if the Property Owner has not paid the City the full cost of any Emergency Repairs (including accrued interest) performed to the Property the City shall have the right to foreclose on the Deed of Trust.

9. TIME OF PERFORMANCE

The Contractor must complete the Improvements within six (6) MONTHS of the date of this Agreement. The Property Owner shall submit the Total Cost Expenditure to the Project Manager no later than thirty (30) days after the Acceptance Date.

10. LIABILITY; INDEMNIFICATION AND HOLD HARMLESS

The Property Owner and Participant shall be responsible for all injuries to persons and/or all damages to real or personal property of the City or others, caused by or resulting from the negligence and/or breach of this Agreement, by the Property Owner, Participant, their employees, contractors, subcontractors and/or agents during the construction of the Improvements, or arising out of this Agreement, except those arising from the sole negligence or willful misconduct of the City. The Property Owner and Participant each agree to defend, indemnify and hold harmless the City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of Property Owner and Participants' respective performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, employees or volunteers. City will cooperate reasonably in the defense of any action, and Property Owner and Participant shall employ competent counsel, reasonably acceptable to the City Attorney. The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

11. WORKERS' COMPENSATION

The Property Owner and Participant shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the City and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the City or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the Property Owner and Participant under this Agreement.

12. INSURANCE

The Property Owner, at Property Owner's sole cost and expense, shall purchase and maintain, and shall require their Contractor, when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

A. Automobile Insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles ("any auto"). The policy shall name the City and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

B. Commercial General Liability Insurance, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the City and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

C. Workers' Compensation Insurance in an amount sufficient to meet statutory requirements covering all of Contractors' employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the City. Said endorsement shall be provided prior to commencement of work under this Agreement. If Contractor have no employees subject to the California Workers' Compensation and Labor laws, Contractor shall execute a Declaration to that effect. Said Declaration shall be provided by the Property Owner and Contractor to City.

E. The aforesaid policies shall constitute primary insurance as to the City, its officers, officials, employees, and volunteers, so that any other policies held by the City shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the City's Risk Manager, at the address listed in subsection G below, of cancellation or material change.

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the Property Owner and Contractor shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

G. The Certificate Holder for all policies of insurance required by this Section shall be:

City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA 91950-4397

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the City's Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the City's Risk Manager. If the Property Owner and Contractor do not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the City may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the City.

K. If the Property Owner and Contractor maintain broader coverage or higher limits (or both) than the minimum limits shown above, the City requires and shall be entitled to the broader coverage or higher limits (or both) maintained by the Property Owner and Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

13. NOTICE OF DEFAULT

If the Property Owner or Participant (or both) fail to perform or observe any of their respective obligations required by this Agreement, the City will provide written notice to the Property Owner or Participant (or both) explaining such default. If Property Owner or Participant (or both) fail to correct such default within thirty (30) days' receipt of the notice, and fail to make diligent efforts to correct the default, the Loan will become immediately repayable pursuant to Sections 5, 6, and 8 of this Agreement.

14. ENTIRE AGREEMENT; EXHIBITS AND SCHEDULES

A. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties regarding the site improvement provisions described in this Agreement. No subsequent agreement, representation, or promise made by either party to this Agreement, or by or to an employee, officer, agent or representative of any party to this Agreement shall be of any effect unless it is in writing and executed by the party to be bound thereby.

B. The Exhibits attached to this Agreement are hereby incorporated to this Agreement by this reference for all purposes. To the extent any Exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

15. MODIFICATIONS TO AGREEMENT

The terms of this Agreement may not be modified or amended except by an instrument in writing signed by each of the parties to this Agreement.

16. CONSTRUCTION OF AGREEMENT

The parties acknowledge that (1) each party is of equal bargaining strength, (2) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (3) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (4) each party and such party's counsel and advisors have reviewed this Agreement, (5) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (6) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF NATIONAL CITY

[insert name of Property Owner], Property Owner of [insert property address], National City, California 91950

(Corporation – signatures of two corporate officers required)

By: _____
Leslie Deese, City Manager

APPROVED AS TO FORM:
Angil P. Morris Jones
City Attorney

By: _____
Roberto M. Contreras
Deputy City Attorney

By: _____
(Name)

(Print)

(Title)

By: _____
(Name)

(Print)

(Title)

[insert name of Participant], Operator of “[insert name of business]” (located at [insert business address] National City, California 91950)

(Corporation – signatures of two corporate officers required)

By: _____
(Name)

(Print)

(Title)

NO CHARGE ON THIS
DOCUMENT
FOR THE BENEFIT OF THE CITY
OF NATIONAL CITY

Recording Requested By:

City of National City
Housing and Economic Development
Department
1243 National City Boulevard
National City, CA 91950-4301

And When Recorded Mail To:

City of National City
Housing and Economic Development
Department
1243 National City Boulevard
National City, CA 91950-4301

DEED OF TRUST

THIS DEED OF TRUST is made this _____ by _____, whose address is _____ (“Trustor”), to Stewart Title Company, a California corporation (“Trustee”); for the benefit of the City of National City (“Beneficiary”), whose address is 1243 National City Boulevard, National City, California 91950-4301.

TRUSTOR HEREBY irrevocably grants, transfers, and assigns to Trustee, in trust, with power of sale, all that property, including, but not limited to, real property (“Property” or the “Business”) located at _____, National City, CA, 91950, APN Nos. _____, in the City of National City, County of San Diego, State of California, more particularly described as:

FOR THE PURPOSE OF SECURING:

(1) Payment of the indebtedness evidenced by a promissory note of even date herewith executed by Trustor, in the principal sum of _____ AND NO/IOO DOLLARS (\$_____), and any renewal, extension, or modification of the promissory note (the “Note”);

(2) Any additional sums and interest that may hereafter be loaned to the then record owner of the Business by Beneficiary, when evidenced by another note or notes reciting that it or they are so secured; and

(3) The performance of each agreement contained in this Deed of Trust

(4) The performance of each agreement of Trustor under that certain Signage and Façade Maintenance Agreement of even date herewith.

(5)

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

Maintenance and Repair

(1) To keep the Property/Business in good condition and repair; not to remove or demolish any buildings on the Property; to complete or restore promptly and in good and workmanlike manner any building that may be constructed, damaged or destroyed on the Property/Business ; to pay when due all claims for labor performed and materials furnished for the Property/Business, to comply with all laws affecting the Property/Business or requiring any alterations or improvements to be made on the Property/Business; not to commit or permit waste of the Property/Business; not to commit, suffer or permit any act upon the Property/Business in violation of law; and to cultivate and maintain the landscaping, and do all other acts that from the character or use of the Property/Business may be reasonably necessary.

A. If the Beneficiary determines that the Improvements described in the Signage and Façade Maintenance Agreement have been properly maintained for at least five (5) years following the Acceptance Date, the Beneficiary will forgive the Loan, as defined in the Signage and Façade Maintenance Agreement. If forgiven, the Trustor will not be required to repay the Loan to the Beneficiary. However, the Loan will become immediately repayable to the Beneficiary if:

(1) the Property is: sold; conveyed; refinanced (except for refinances involving existing secured debt which is in a superior position to the Loan); vacated; transferred; or assigned without the written consent of the Beneficiary.

(2) the Beneficiary determines that the Improvements are not properly maintained as required by this Section and the Trustor or the Participant, as defined in the Signage and Façade Maintenance Agreement, does not restore the Improvements to a condition acceptable to the Beneficiary within thirty (30) days following the Beneficiary's delivery of written notice to the Trustor and the Participant indicating in reasonable detail the nature of the improper maintenance of the Improvements.

Fire Insurance

(2) To provide, maintain, and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary as its interest may appear. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured by this Deed of Trust, and in any order determined by Beneficiary, or at the option of Beneficiary, the entire amount so collected or any part of that amount may be released to Trustor, except that if the proceeds of the award for any taking or injury to the Property/Business or the amount of such proceeds plus funds provided by Trustor is sufficient to allow for the repair and restoration of the Property/Business, and such repair and/or restoration is physically and legally possible, then the Trustor shall use the proceeds of the award to timely effectuate such repair and/or restoration. Upon receipt of such proceeds, Beneficiary may hold the proceeds as further security, or apply or release them in the same manner and with the same effect as provided in this Deed of Trust for the disposition of proceeds of fire or other insurance. This application or release shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such a notice.

Defense of Security

(3) To appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary, or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

Payment of Liens and Taxes

(4) To pay, at least ten (10) days before delinquency, all taxes and assessments affecting the Business/Property, including assessments on appurtenant water stock, all encumbrances, charges, and liens, with interest, on the Property/Business or any part of the Property/Business, which appear to be prior or superior to this Deed of Trust; and all costs, fees, and expenses of this Trust. If Trustor fails to make any payment or to do any act as provided in this Deed of Trust, then Beneficiary or Trustee may (but is not obligated to) make the payment or do the act in the required manner, and to the extent deemed necessary to Beneficiary or Trustee to protect the security of this Deed of Trust. The performance by Beneficiary or Trustee of such an act shall not require notice to or demand upon Trustor, and shall not release Trustor from any obligation under this Deed of Trust. Beneficiary or Trustee shall also have the right and power: to enter upon the Property/Business for the foregoing purposes pursuant to the Irrevocable License and to appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights and powers of Beneficiary or Trustee; to pay, purchase, contest, or compromise any encumbrance, charge, or lien that in the judgment of either appears to be prior or superior to this Deed of Trust; to employ counsel; and to pay necessary expenses and costs, including attorneys' fees.

- A. Any payments owed to the City pursuant to this Section 4 shall accrue interest at ten percent (10%) per annum or at the highest amount permitted by applicable law, whichever is lower. Any payments the City receives pursuant to this Section 4 shall first

be applied to accrued interest, then to the principal amount.

- B. In the event any of the conditions set forth in Section 1.A.(1) or(2), above, are triggered, the Loan shall be deemed to have accrued: (i) 3% simple interest from the Acceptance Date until the date such condition is triggered; plus (ii) simple interest at the rate of 10% beginning on the date the condition is triggered until all principal and interest of the Loan is paid in full.

Reimbursement of Costs

- (5) To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to this Deed of Trust, with interest from date of expenditure at the amount allowed by law in effect at the date of this Deed of Trust, and to pay any reasonable amount demanded by Beneficiary (up to the maximum allowed by law at the time of the demand) for any beneficiary statement requested by Trustor or any other beneficiary of a Deed of Trust encumbering the Property/Business regarding the obligation secured by this Deed of Trust.

Obligations of Trustor

- (6) That Trustor will not permit or suffer the use of any of the Property/Business for any purpose other than the use for which the same was intended at the time this Deed of Trust was executed.
- (7) That the Signage and Façade Improvement Loan Agreement as defined in the Note is incorporated herein by reference and made a part of this Deed of Trust.
- (8) To perform, in a timely manner, each agreement and covenant by and between Trustor on any and all notes, loans, and deeds of trust that are senior and/or junior to this Deed of Trust. A default in any of these obligations, beyond any applicable cure period, shall constitute a default under the Deed of Trust.

B. TRUSTOR AGREES THAT:

Condemnation Award

- (1) Any award of damages in connection with any taking or condemnation, or for injury to the Property/Business by reason of public use, or for damages for private trespass or injury to the Property/Business, is hereby assigned and shall be paid to Beneficiary, as its interest may appear as further security for all obligations secured by this Deed of Trust, except that if the proceeds of the award for any taking or injury to the Property/Business or the amount of such proceeds plus funds provided by Trustor is sufficient to allow for the repair and restoration of the Property/Business, and such repair and/or restoration is physically and legally possible, then the Trustor shall use the proceeds of the award to timely effectuate such repair and/or restoration. Upon receipt of such proceeds, Beneficiary may hold the proceeds as further security, or apply or release them in the same manner and with the same effect as provided in this Deed of Trust for the disposition of proceeds of fire or other insurance.

Waiver of Late Payments

(2) By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay any indebtedness secured by this Deed of Trust.

Trustee's Powers

(3) Upon written request of Beneficiary and presentation of this Deed of Trust, Trustee may (a) reconvey all or any part of the Property/Business; (b) consent to the making and recording, or either, on any map or plat of all or any part of the Property/Business; (c) join in granting any easement of the Property/Business; or (d) join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance, or charge of this Deed of Trust. Trustee need not provide Trustor with notice before taking any of the foregoing actions, and shall not be liable for the proper performance of the act. The exercise by Trustee of any of the foregoing powers shall not affect the personal liability of any person for payment of the indebtedness secured by this Deed of Trust, or the lien of this Deed of Trust on the remaining Property/Business as security for the repayment of the full amount secured by this Deed of Trust.

Full Reconveyance

(4) Upon written request of Beneficiary stating that all obligations secured by this Deed of Trust have been performed in full, surrender of this Deed of Trust, any notes secured by this Deed of Trust to the Trustee for cancellation and retention, and payment of Trustee's fees and charges, Trustee shall reconvey, without warranty, the Property/Business then subject to this Deed of Trust. Absent manifest error, the recitals in the Reconveyance shall be conclusive proof of the truthfulness of the recitals. The grantee in the Reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of the full reconveyance, Trustee may destroy the Note and this Deed of Trust, unless directed in the request to retain them.

Assignment of Rents

(5) As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power, and authority during the continuance of these Trusts, to collect the rents, issues, and profits of the Property/Business, but reserves the right, prior to any default by Trustor in payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement under this Deed of Trust, to collect and retain these rents, issues, and profits as they become due and payable. Upon any such default for which cure has not been commenced within thirty (30) days and thereafter completed with diligence, Beneficiary may, without notice and without regard to the adequacy of the security for the indebtedness secured by this Deed of Trust, either personally or by agent or court-appointed receiver, do the following: enter upon and take possession of the Property/Business or any part of the Property/Business : sue for or otherwise collect all rents, issues, and profits, including those past due and unpaid; and apply these rents, issues, and profits, less costs and expenses of operation and collection (including reasonable attorneys' fees), upon any indebtedness secured by this Deed of Trust, in any order determined by Beneficiary. The exercise of the foregoing rights by Beneficiary shall not cure or waive any default under this Deed of Trust or invalidate any act done pursuant to such a notice.

Default in Foreclosure

(6) Upon default by Trustor in the payment of any indebtedness secured by this Deed of Trust or in the performance of any obligation under this Deed of Trust for which cure has not been commenced within thirty (30) days, and thereafter completed with diligence, Beneficiary may declare all sums secured by this Deed of Trust immediately due and payable by delivering to Trustee a written declaration of default and demand for sale and a written notice of default and election to sell the Property/Business. Trustee shall cause the notice of default and election to sell to be recorded. Beneficiary also shall deposit with Trustee this Deed of Trust, a copy of the Agreement, and all other documents evidencing obligations secured by this Deed of Trust.

After the required time period has lapsed following the recordation of the Notice of Default, and after notice of sale has been given as required by law, Trustee, without demand on Trustor, shall sell the Property/Business at the time and place specified in the notice of sale, either as a whole or in separate parcels, and in any order determined by Trustee, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone sale of all or any portion of the Property/Business by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser at the auction its deed conveying the Property/Business old, but without any covenant or warranty, express or implied. Absent manifest error, the recital in the deed of any matter or fact shall be conclusive proof of the truthfulness of the recital. Any person, including Trustor, Trustee, or Beneficiary, may purchase at the sale.

After deducting all costs, fees, and expenses of Trustee and Beneficiary under this paragraph, including costs of procuring evidence of title incurred in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms of this Deed of Trust, not then repaid, with accrued interest at the amount allowed by law in effect at the date of this Deed of Trust; all other sums then secured by this Deed of Trust; and the remainder, if any, to the person or persons legally entitled to the remaining proceeds.

General Provisions

(7) This Deed applies to, inures to the benefit of, and binds all parties to this Deed of Trust, and their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term "Beneficiary" shall mean City of National City, and the heirs, legatees, devisees, administrators, executors, and assigns of any such person. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

Acceptance by Trustee

(9) Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party to this Deed of Trust of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

Substitution of Trustees

(10) Beneficiary, or any successor in ownership of any indebtedness secured by this Deed of Trust, may from time to time, by written instrument, substitute a successor or successors to any Trustee named in or acting under this Deed of Trust. The substitution instrument shall contain the name of the original Trustor, Trustee, and Beneficiary under this Deed of Trust, the book and page where this Deed is recorded, and the name and address of the new Trustee. When executed by Beneficiary, and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property/Business is situated, the substitution instrument shall be conclusive proof of proper substitution of the successor Trustee or Trustees. Any successor Trustee or Trustees shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers, and duties.

Cumulate Powers and Remedies

(11) The powers and remedies conferred in the Deed of Trust are concurrent and cumulative to all other rights and remedies provided in this Deed of Trust or given by law. These powers and remedies may be exercised singly, successively, or together, and as often as deemed necessary.

Conclusiveness of Recitals

(12) The recitals contained in any Reconveyance, trustee's deed, or any other instrument executed by the Trustee from time to time under the authority of this Deed of Trust or in exercise of its powers or the performance of its duties under this Deed of Trust, shall be conclusive evidence of their truth, whether stated as specific and particular facts, or in general statements or conclusions absent manifest error. Further, the recitals shall be binding and conclusive upon the Trustor, its heirs, executors, administrators, successors, and assigns, and all other persons.

Attorneys' Fees

(13) If any action is brought for the foreclosure of this Deed of Trust or for the enforcement of any provision of this Deed of Trust (whether or not suit is filed), Trustor agrees to pay all costs and expenses of Beneficiary and Trustee, including reasonable attorneys' fees; and these sums shall be secured by this Deed of Trust.

Co-trustees

(14) If two or more persons are designated as Trustee in this Deed of Trust, any, or all, power granted in this Deed of Trust to Trustee may be exercised by any of those persons, if the other person or persons are unable, for any reason, to act. Any recital of this inability in any instrument executed by any of those persons shall be conclusive against Trustor and Trustor's heirs and assigns.

Request for Notices of Default and Sale

(15) In accordance with Section 2924b of the California Civil Code; request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under that Deed of Trust executed by the Trustor concerning this Property/Business be mailed to:

City of National City
Housing and Economic Development
1243 National City Boulevard
National City, CA 91950-4301

NOTICE: A copy of any notice of default and of any notice of sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.

The undersigned Trustor requests that a copy of any notice of default and of any notice of sale under this Deed of Trust be mailed to Trustor at the address of Trustor set forth above.

Reasonable Inspection

(17) Trustor shall permit Beneficiary and its agents or representatives, to inspect the Property/Business at any and all reasonable times, with at least 24 hours advance notice. Inspections shall be conducted so as not to interfere with the tenants' use and enjoyment of the Property/Business.

Hazardous Materials

(18) For purposes of this Deed of Trust, "Hazardous Materials" mean and include any hazardous, toxic or dangerous waste, substance or material including, without limitation, flammable explosives, radioactive materials, asbestos, hazardous wastes or toxic substances in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended (42 U.S.C. 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.), and those substances defined as hazardous wastes in 25117 of the California Health and Safety Code or as hazardous substances in 25316 of the California Health and Safety Code or in any regulations promulgated under either such law, any so-called "Superfund" or "Superlien" law, or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

(19) In addition to the general and specific representations, covenants, and warranties set forth in the Deed of Trust or otherwise, Trustor represents, covenants, and warrants, with respect to Hazardous Materials, as follows:

(a) Neither Trustor nor, to the best knowledge of Trustor, any other person, has ever caused or permitted any Hazardous Materials to be manufactured, placed, held, located or disposed of on, under or at the Property/Business or any part thereof, and neither the Property/Business nor any part thereof, or any Property/Business adjacent thereto, has ever been used (whether by the Trustor or, to the best knowledge of the Trustor, by another person) as a manufacturing site, dump site, or storage site (whether permanent or temporary) for any Hazardous Materials;

(b) Trustor hereby agrees to indemnify Beneficiary, its officers, employees contractors, and agents, and hold Beneficiary, its officers, employees, contractors and agents harmless from

and against any and all losses, liabilities, damages, injuries, costs,' expenses and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Beneficiary, its officers, employees, contractors or agents for, with respect to, or as a direct or indirect result of, the presence or use, generation, storage, release, threatened release or disposal of Hazardous Materials on or under the Property/Business or the escape, seepage, leakage, spillage, discharge, emission or release of any Hazardous Materials from the Property/Business(including, without limitation, any losses, liabilities, damages, injuries, costs, expenses, or claims asserted or arising under CERCLA, any so-called "Superfund" or "Superlien" law, or any other federal, State or local statute law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials) regardless of whether or not caused by or within the control of Trustor.

Notwithstanding the foregoing, Trustor's obligations under this section shall not apply to any losses, liabilities, damages, injuries, costs, expense, or claims which arise out of or relate to Hazardous Materials which are generated, released or stored on the Property/Business after the date that Beneficiary takes possession thereof.

(c) Trustor has not received any notice of (i) the happening of any event involving the use, spillage, discharge, or cleanup of any Hazardous Materials ("Hazardous Discharge") affecting Trustor or the Property/Business or (ii) any complaint, order, citation, or notice with regard to air emissions, water discharges, noise emissions, or any other environmental, health, or safety matter affecting Trustor, or the Property/Business("Environmental Complaint") from any person or entity, including, without limitations, the United States Environmental Protection Agency ("EPA"). If Trustor receives any such notice after the date hereof, then Trustor will give, within seven (7) days thereafter, oral and written notice of same to Beneficiary.

(d) Without limitation of Beneficiary's rights under this Deed of Trust, Beneficiary shall have the right, but not the obligation, to enter onto the Property/Business or to take such other actions as it deems necessary or advisable to clean up, remove, resolve, or minimize the impact of, or otherwise deal with, any such Hazardous Materials or Environmental Complaint upon its receipt of any notice from any person or entity, including without limitation, the EPA, asserting the existence of any Hazardous Materials or an Environmental Complaint on or pertaining to the Property/Business , which if true, could result in an order, suit, or other action against Trustor affecting any part of the Property/Business by any governmental agency or otherwise which, in the sole opinion of Beneficiary, could jeopardize its security under the Deed of Trust. All reasonable costs and expenses incurred by Beneficiary in the exercise of any such rights shall be secured by this Deed of Trust, and shall be payable by Trustor upon demand together with interest thereon at a rate equal to the highest rate payable under the note secured hereby.

Continuing Obligations

(e) The foregoing representation, covenants, indemnities, and warranties shall be continuing, and shall be true and correct for the period from the date hereof to the release of this Deed of Trust (whether by payment of the indebtedness secured hereby or foreclosure or action in lieu thereof), and these representations, covenants, indemnities, and warranties shall survive such release.

Successor Owners

(20) Each successor owner of an interest in the Property/Business other than through foreclosure or deed in lieu of foreclosure, shall take its interest subject to this Deed of Trust.

Governing Law

(21) This Deed of Trust shall be governed by and construed in accordance with the laws of the State of California.

Dated _____

Trustor:

State California)
County of)

On _____ before me, _____, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

NOTE

\$_____

California.

National City, San Diego County,

1. FOR VALUE RECEIVED, and in consideration of that certain Signage and Façade Maintenance Agreement (“Agreement”) of even date herewith, made by the City of National City (“City”) and _____ (“Maker”), the Maker promises to pay to the City or order, at 140 East 12th Street, Suite B, National City, California, or at any other place that any holder of this Note may designate in writing, the principal sum of \$_____ subject to the terms and conditions set forth hereafter. This Note is executed pursuant to the Agreement and the deed of trust (“Deed of Trust”), being executed concurrently herewith, to be recorded in the office of the County Recorder of San Diego County. All capitalized terms which are not defined herein shall have the meaning ascribed to them in the Agreement.

2. Terms of Loan. If the Holder determines that the Improvements described in the Contractor’s Agreement and Scope of Work have been properly maintained at all times during the five (5) years following the Acceptance Date, this Note shall be forgiven in its entirety. Provided, however, this Note shall become immediately repayable to the City if either:

(a) the Property is: sold; conveyed; refinanced (except for refinances involving existing secured debt which is in a superior position to the Deed of Trust); vacated; transferred; or assigned less than five (5) years following the Acceptance Date, without the written consent of the City.

(b) the City determines that the Improvements are not properly maintained as required by Section 4 of the Agreement and the Maker or the Participant does not restore the Improvements to a condition acceptable to the City within thirty (30) days following the City’s delivery of written notice to the Maker and the Participant indicating in reasonable detail the nature of the improper maintenance of the Improvements.

(c) In the event any of the conditions set forth in Section 2(a) or (b), above, are triggered, this Note shall become immediately due and payable and this Note shall be deemed to have accrued: (i) 3% simple interest from the Acceptance Date until the date such condition is triggered; plus (ii) simple interest at the rate of 10% beginning on the date the condition is triggered until all principal and interest of the Loan is paid in full.

(d) The maker shall have the right to prepay the principal of this note in whole or in part prior to its due date without premium or penalty.

(e) If this Note is placed in an attorney’s hands for collection, or collected by a lawsuit or through a bankruptcy, or probate, or any other court, either before or after maturity, there shall be paid to the holder of this Note reasonable attorneys’ fees, costs, and other expenses incurred by the holder in enforcing the terms of this note.

(f) Failure to carry out any of the terms, covenants, or condition of this Note, the Agreement or the Deed of Trust, shall authorize the holder of this Note to declare as immediately due and payable all of the then-unpaid principal and interest, and to exercise any and all of the rights and remedies set forth in this Note, the Agreement and the Deed of Trust, as well as all other rights and remedies either at law or in equity possessed by the holder of the Note.

(g) The makers, signers, and endorsers of this Note jointly and severally waive presentment, notice of dishonor, and protest.

MAKER:

_____ Dated _____

DRAFT

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City approving the establishment of an appropriation in the amount of \\$54,223 from Development Impact Fee \(DIF\) funds, toward the purchase of the existing Squad mobile home trailer for the National City Fire Department. \(Fire\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 5, 2019

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City approving the transfer of \$54,223 from the Development Impact Fee fund to the General Fund and the establishment of a corresponding General Fund appropriation for the purchase of the existing Squad mobile home trailer for the National City Fire Department. (Fire)

PREPARED BY: Frank Parra, Director of Emer. Services **DEPARTMENT:** Fire

PHONE: 619-336-4551

APPROVED BY: _____

EXPLANATION:

On January 22, 2019, the City Council approved the Squad Program as a permanent emergency service delivery model for the National City Fire Department. Since October 9, 2018, the Squad has been operating out of a leased mobile home trailer located next to El Toyon Park. The lease payment has been \$2,533.06 per month including taxes. The expected useful life of the mobile home trailer is 20 years. The National City Fire Department would like to use Development Impact Fee (DIF) funds in the amount of \$49,860.00 plus sales tax totaling \$54,223.00 to purchase the mobile home trailer.

FINANCIAL STATEMENT:

APPROVED: Mark Ralvito **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

001-00000-3999 (Transfers from Other Funds) - \$54,223

325-409-000-099-0000 (Transfers to Other Funds) - \$54,223

001-412-000-569-0000 (Buildings) - \$54,223

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Approve the resolution.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Price Sheet Proposal
2. Resolution

PRICE SHEET PROPOSAL

28'x68' USED MODULAR BUILDING

Purchase Building Only:		\$49,860.00
Building Per Attached Specification:	Per Month Minimum 12 Months	\$2117.50 <u>Mo</u>
Building Per Attached Specification:	Per Month Minimum 36 Months	\$1,530.18 <u>Mo</u>
Building Per Attached Specification:	Per Month Minimum 60 Months	\$1329.31 <u>Mo</u>

Tax not Included:

UP-FRONT FEES

Delivery:	Included
Set-Up;	Included
Tie downs;	Included
Skirting	Included
Make Final Connection To Electric:	Included
Make Final Connection To Plumbing;	Included
General Conditions:	Included
	\$35,936.00

OPTIONS

Provide ADA/OSHA Steps(2)	\$6,060.00
Standard Modular Steps(2)	\$1,600.00
Handicap Ramp (1)	\$8,500.00

DISMANTLE & RETURN

Dismantle & Return:	\$6,966.00
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- Building To Be Repainted @ Ext, And new Carpet @ Bedrooms And Dayroom Only all other Flooring To Be Cleaned, Please Schedule A Site Visit W/ AMCI Prior to Approval.

*All other restored site work excluded upon dismantle and return of buildings. Buildings must be accessible without use of any equipment with exception to forklift/truck upon removal.

To Hold Buildings 1st months' rent will be due. And \$300.00 Per Month for storage From June 1 – Dec 31

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City establishing a budget appropriation in the amount of \\$250,000 for tenant improvements at the property located at 1430 Hoover Avenue in National City to provide secure storage for the National City Police department. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 5, 2019

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City establishing a budget appropriation in the amount of \$250,000 for tenant improvements at the property located at 1430 Hoover Avenue in National City to provide secure storage for the National City Police department.

PREPARED BY: Roberto Yano

PHONE: 619-336-4383

DEPARTMENT: Engineering/Public Works

APPROVED BY: 

EXPLANATION:

See attached

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

The appropriation of \$xxx from unassigned fund balance of fund 131-2501 to 131-409-500-598-1612.
The appropriation of \$xxxx from unassigned fund balance of fund 325-2501 to 325-409-500-598-1612.
The remaining \$xxxx from Acc No. 296-409-500-598-1596 WI-TOD / PW Relocation.

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt the Resolution

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Resolution

EXPLANATION

On May 15, 2018 City Council adopted Resolution 2018-85 (attached) authorizing the City Manager to purchase the real property located at 1430 Hoover Avenue in National City. The purchase was authorized in order to provide secure storage for the National City Police department and other departments' oversized vehicles and trailers. In addition, the occupancy is intended to be adjusted to suit the training needs of PD staff. At that time Council appropriated \$100,000 for tenant improvements (TIs).

From June, 2018 through August, 2018, one of the City's consultants, Project Professionals Corporation (PPC) met with City building and fire officials as well as Sweetwater Water Authority representatives to identify the extent of the TIs. The TIs will include the removal of unpermitted existing improvements, fire-life safety, and other code compliance measures. In addition, PPC solicited and provided architectural services for the necessary TIs. PPC met with Ferguson Pape Baldwin Associates, Platt/Whitelaw Architects, Inc., and Urban Workshop Design. All three architectural companies visited the site and determined that additional specialties such as mechanical, electrical, plumbing, and structural were required to address the code violations at the property. Ferguson Pape Baldwin Associates and Platt/Whitelaw Architects, Inc. were unable to provide a competitive price due to the accelerated schedule that was required for development of permit drawings. Urban Workshop Design (UWD) provided an acceptable proposal. UWD has obtain approval from the City for work required

As a result of the detailed design and construction projections conducted to date, Staff requests that Council authorize additional funds in the amount of \$250,000 to complete the TIs and deliver the property to Police Department first quarter of calendar year 2019.

RESOLUTION NO. 2018 – 85

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE THE STANDARD
OFFER, AGREEMENT, AND ESCROW INSTRUCTIONS FOR THE PURCHASE
OF REAL PROPERTY LOCATED AT 1430 HOOVER AVENUE IN NATIONAL CITY
IN ORDER TO PROVIDE SECURE STORAGE FOR THE NATIONAL CITY
POLICE DEPARTMENT AND OTHER DEPARTMENTS' OVERSIZED VEHICLES
AND TRAILERS, FOR A TOTAL SALES PRICE OF \$973,350 AND THE PAYMENT
OF CLOSING COSTS NOT TO EXCEED \$10,000, AND \$100,000 FOR TENANT
IMPROVEMENTS; AND AUTHORIZING THE ESTABLISHMENT OF A BUDGET
APPROPRIATION IN THE AMOUNT OF \$200,000 FROM AVAILABLE FUND
BALANCE OF THE ASSET FORFEITURE FUND, AND \$215,000 FROM
AVAILABLE FUND BALANCE OF THE DEVELOPMENT IMPACT FEES FUND

WHEREAS, as part of a pending relocation process, the National City Police Department ("NCPD") and the Public Works Department ("PW") need space to store vehicles and supplies that were previously stored at the Public Works Yard located at 2100 Hoover Avenue (the "locations"); and

WHEREAS, the City demolished the facility at the location, conducted required environmental remediation, and sold the property to the National City Housing Authority for the development of a 201 unit affordable housing project known as WI-TOD or the Paradise Creek Affordable Housing Project; and

WHEREAS, the NCPD has been actively searching for a location to securely store their Mobile Command Vehicle, SWAT armored vehicle and support vehicles, traffic radar trailers, DUI trailer, Crisis Negotiations trailer, surveillance van, and motorcycles; and

WHEREAS, the real property ("Property") located at 1430 Hoover Avenue is 0.18 acres with a 6,400 square foot warehouse ("Warehouse") that is available for purchase; and

WHEREAS, after an extensive search, the Warehouse was found to be ideal for NCPD's and PW's vehicle and equipment storage needs; and

WHEREAS, City staff proposed to negotiate the purchase of the Property during a Closed Session Meeting of the City Council on April 17, 2018, and received direction to make an offer on the Property; and

WHEREAS, the City procured an appraisal for the Property, which was appraised at \$1,150,000; and

WHEREAS, City staff negotiated a sales price of \$973,350 and the payment of closing costs not to exceed \$10,000; and

WHEREAS, City staff negotiated \$100,000 in needed tenant improvements, including modifications to make the Warehouse ADA compliant.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the City Manager or designee to execute a Purchase and Sale Agreement and any related escrow documents necessary to complete the purchase of the property located at 1430 Hoover Avenue in order to provide secure storage for Police

Department and other departments' oversized vehicles and trailers, for a total sales price of \$973,350, and the payment of closing costs not to exceed \$10,000, and \$100,000 for tenant improvements. Said Agreement is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED, that the City Council authorizes a budget appropriation of \$200,000 from available fund balance of the Asset Forfeiture Fund and \$215,000 from available fund balance of the Development Impact Fees Fund.

PASSED and ADOPTED this 15th day of May, 2018.



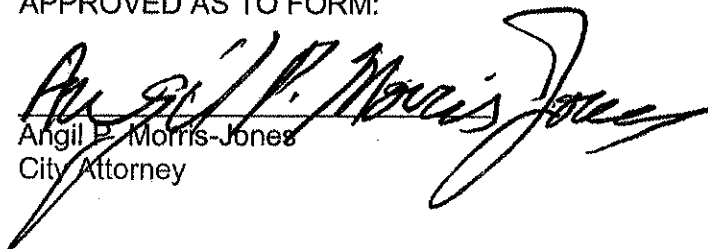
Ron Morrison, Mayor

ATTEST:



Michael R. Dalla, City Clerk

APPROVED AS TO FORM:



Angil E. Morris-Jones
City Attorney

Passed and adopted by the Council of the City of National City, California, on May 15, 2018 by the following vote, to-wit:

Ayes: Councilmembers Cano, Mendivil, Morrison, Rios, Sotelo-Solis.

Nays: None.

Absent: None.

Abstain: None.

AUTHENTICATED BY: RON MORRISON
Mayor of the City of National City, California



Michael P. Palla
City Clerk of the City of National City, California

By: _____
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 2018-85 of the City of National City, California, passed and adopted by the Council of said City on May 15, 2018.

City Clerk of the City of National City, California

By: _____
Deputy

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City accepting and filing the Report on capital improvement projects completed under the limits set forth by the Uniform Public Construction Cost Accounting Act \(Act\). \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: February 5, 2019

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City accepting and filing the Report on capital improvement projects completed under the limits set forth by the Uniform Public Construction Cost Accounting Act (Act).

PREPARED BY: Jose Lopez, P.E., Associate Engineer

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4312

APPROVED BY: 

EXPLANATION:

On October 4, 2016, per Resolution No. 2016-160, the City Council adopted Chapter 2.62 of the National City Municipal Code titled "Alternative Bid Procedures for Public Projects", which as required by Public Contract Code Section 22034, is an informal bidding ordinance that governs the selection of contractors to perform public projects required by the Uniform Public Construction Cost Accounting Act (Act).

The primary benefits include:

- Allowing participating public agencies to expedite contracting for smaller public works projects;
- Increasing informal bidding limits (currently up to \$175,000);
- Increasing limits for work involving City forces (currently up to \$45,000);
- Establishing a list of qualified contractors to perform the work.

Please note, as of January 1, 2019 the Act's limits have been increased from \$175,000 to \$200,000 for informal bidding, and from \$45,000 to \$60,000 for work involving City forces.

Please see attached presentation, for a summary of completed projects to date.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

N/A

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. PPT Presentation
2. Report

Staff Report

Below are tables summarizing the capital improvement projects completed under the limits set forth by the Uniform Public Construction Cost Accounting Act.

Engineering

Project Name	Original Contract Amount	Total Cost	Date of Completion
ARTS Building Roof Replacement	\$115,151	\$98,534.00	June 21, 2017
Storm Drain System Repairs	\$44,001	\$52,310.70 ¹	July 3, 2017
Fire Station 33 Squad Station	\$167,970	\$186,923.50 ¹	September 22, 2017
Plaza Blvd Pedestrian Enhancements	\$101,260.59	\$101,194.84	November 13, 2018
Lincoln Acres Raised Crosswalk	\$57,200	\$56,890	May 18, 2018
Demolition and Disposal of Structures Located at 420 W. 21st Street	\$18,002.50	\$16,138.21	June 13, 2018
8th St. Bridge Gateway Sign Project	\$164,000	\$185,420 ¹	April 14, 2018
Paradise Trail Wayfinding Phase I	\$47,950	\$47,950.00	April 26, 2018
24th Street Community Gateway	\$45,000	\$54,987.00	February 5, 2018
Main Street Community Gateway	\$45,000	\$45,000.00	January 24, 2018
National City Police Department Roof Replacement	\$153,550	\$157,780.00	September 23, 2018
W. 21st street Tree Removal	\$4,330	\$5,770.00	November, 2, 2018

1. "Change orders. The city manager may approve change orders for public projects in amounts not exceeding an aggregate of twenty-five percent or fifty-thousand dollars, whichever is greater, over the original authorized contract price without prior city council approval."

Public Works – Asphalt Repairs

Project Location	Total Cost	Date of Completion
E. 24 th Street and "D" Avenue	\$6,761.95	1/30/2017
800 block of "V" Avenue	\$6,761.95	1/31/2017

200 "N" Avenue	\$10,819.12	3/01/2017
Palm Avenue and E. 4 th Street	\$5,409.56	3/07/2017
El Toyon Park	\$8,114.34	4/05/2017
E. 25 th Street and "A" Avenue	\$6,761.95	5/31/2017
E. 14 th Street and Lanoitan Avenue	\$12,171.51	7/13/2017
Alley north of E. 7 th Street west of "B" Avenue	\$4,733.37	8/24/2017
Alley north of E. 18 th Street west of "C" Avenue	\$6,761.95	9/06/2017
Fire Station 31 Parking Lot	\$4,057.17	9/13/2017
Las Palmas Park	\$2,704.78	9/13/2017
E. 15 th Street and "C" Avenue	\$7,438.15	9/25/2017
Euclid Avenue and Division Street	\$6,761.95	11/08/2017
25 th Street and "A" Avenue	\$18,933.46	12/04/2017
Public Library Parking Lot	\$2,704.78	02/02/2018
E. 10 th Street and "V" Avenue	\$21,638.24	2/14/2018
E. 4 th Street and Belmont Ave	\$2,704.78	11/13/2018

Public Works – Concrete Repairs

Project Location	Repair Type	Total Cost	Date of Completion
1500 "C" Avenue	Crossgutter	\$19,775.96	9/19/2017
2800 block "J" Avenue	Sidewalk	\$13,183.98	9/27/2017
E. Plaza Blvd & "D" Ave	Sidewalk	\$7,910.39	10/25/2017
E. 8 th Street and Harbison Avenue	Sidewalk	\$5,273.59	11/21/2017
300 North "R" Avenue	Sidewalk	\$11,865.58	1/31/2018
2000 McKinley Avenue	Sidewalk/gutter	\$9,228.78	4/04/2018
1010 "J" Ave	Sidewalk	\$5,273.59	5/09/2018
E. 18 th Street at John Otis Elementary	Sidewalk	\$5,273.59	6/18/2018
E. 18 th Street and "E" Avenue	Sidewalk	\$5,273.59	6/18/2018
E. 7 th Street and "K" Avenue	Sidewalk/gutter/apron	\$21,094.36	8/8/2018
2031 "O" Avenue	Sidewalk/apron	\$23,731.16	9/12/2018
2732 Virginia Drive	Sidewalk	\$10,547.18	10/24/2018
444 Rachael Avenue	Sidewalk/apron	\$11,865.58	11/07/2018



Update on Projects Completed through the Uniform Public Construction Cost Accounting Act

*City Council Meeting
February 5, 2019*

Background

- 10/4/2016: City Council adopted Chapter 2.62 of the National City Municipal Code titled "Alternative Bid Procedures for Public Projects"
- 8/20/2018: Governor approved AB-2249 that increased Alternative Cost Accounting dollar limits to \$60,000 (force account work) and \$200,000 (informal bidding procedures)
 - Increase effective January 1, 2019

Projects Completed By Engineering

Project Name	Original Contract Amount	Total Cost	Date of Completion
ARTS Building Roof Replacement	\$115,151.00	\$98,534.00	June 21, 2017
Storm Drain System Repairs	\$44,001.00	\$52,310.70 ¹	July 3, 2017
Fire Station 33 Squad Station	\$167,970.00	\$186,923.50 ¹	September 22, 2017
Plaza Blvd Pedestrian Enhancements	\$101,260.59	\$101,194.84	November 13, 2018
Lincoln Acres Raised Crosswalk	\$57,200.00	\$56,890	May 18, 2018
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National City Police Department Roof Replacement	\$153,550.00	\$157,780.00	September 23, 2018
W. 21st street Tree Removal	\$4,330.00	\$5,770.00	November, 2, 2018

ARTS Building Roof Replacement



Storm Drain System Repairs



Fire Station 33 Squad Station



Plaza Blvd Pedestrian Enhancements



Lincoln Acres Raised Crosswalk



Demolition and Disposal of Structures Located at 420 W. 21st Street



8th Street Bridge Gateway Sign



Paradise Trail Wayfinding, Phase I



24th Street Community Gateway



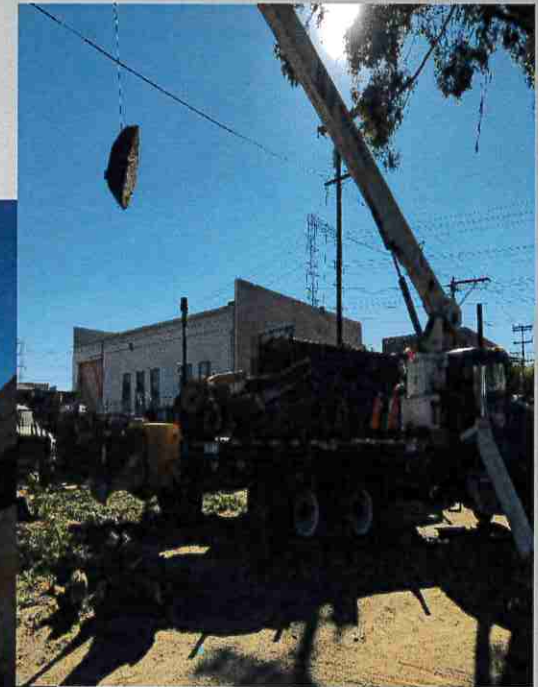
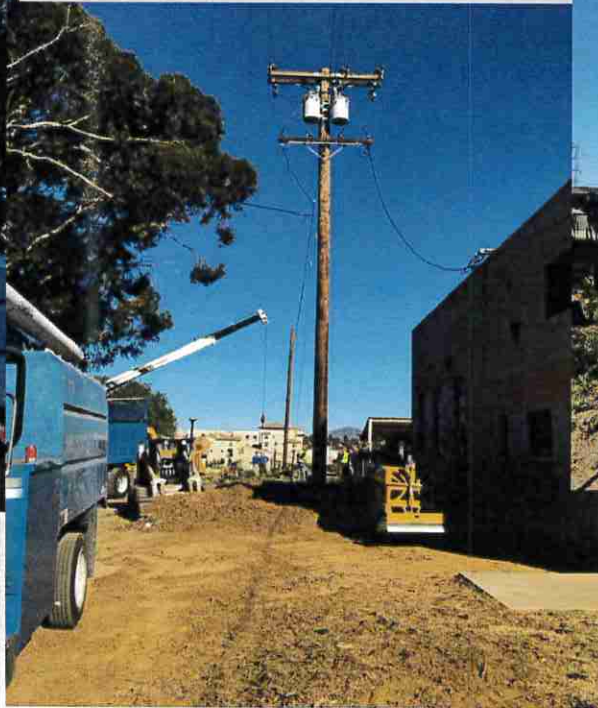
Main Street Community Gateway



National City Police Department Roof Replacement



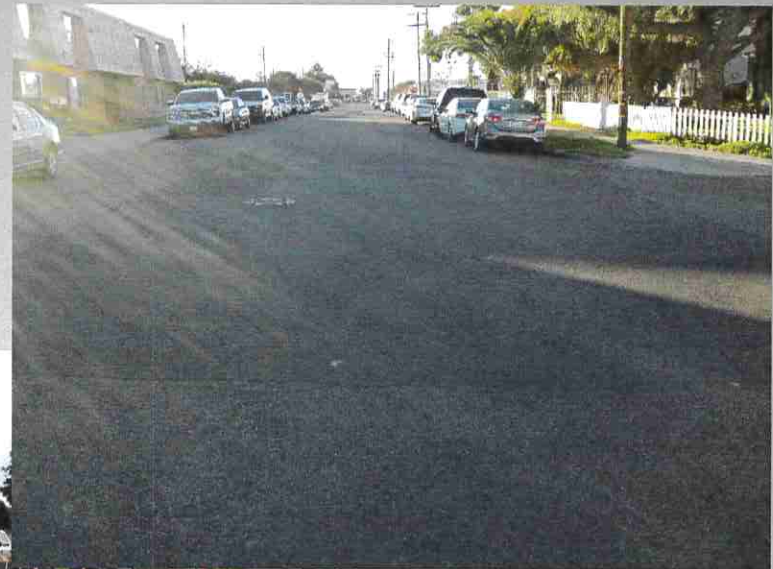
W. 21st Street Tree Removal



Projects Completed By Public Works – Asphalt

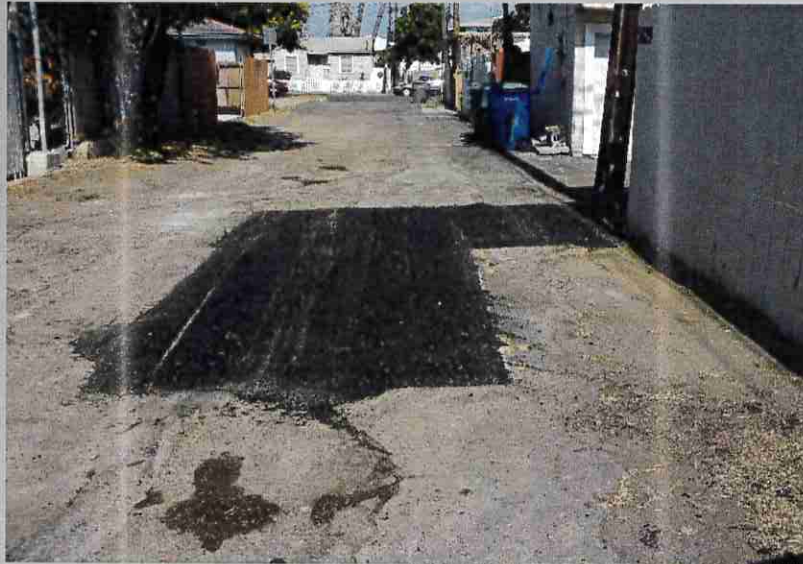
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Public Library Parking Lot	\$2,704.78	02/02/2018
E. 10 th Street and “V” Avenue	\$21,638.24	2/14/2018
E. 4 th Street and Belmont Ave	\$2,704.78	11/13/2018

Asphalt Repairs



24th Street and "D" Ave (Left); 25th Street and "A" Ave (Right); Euclid Avenue and Division Street (Center)

Asphalt Repairs



Alley North of E.18th Street, West of "C" Ave (Left); Fire Station 31 (Right); El Toyon Park (Center)

Projects Completed By Public Works – Concrete

Project Name	Repair Type	Total Cost	Date of Completion
1500 "C" Avenue	Crossgutter	\$19,775.96	9/19/2017
2800 block "J" Avenue	Sidewalk	\$13,183.98	9/27/2017
E. Plaza Blvd & "D" Ave	Sidewalk	\$7,910.39	10/25/2017
E. 8 th Street and Harbison Avenue	Sidewalk	\$5,273.59	11/21/2017
300 North "R" Avenue	Sidewalk	\$11,865.58	1/31/2018
2000 McKinley Avenue	Sidewalk/gutter	\$9,228.78	4/04/2018
1010 "J" Ave	Sidewalk	\$5,273.59	5/09/2018
E. 18 th Street at John Otis Elementary	Sidewalk	\$5,273.59	6/18/2018
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2732 Virginia Drive	Sidewalk	\$10,547.18	10/24/2018
444 Rachael Avenue	Sidewalk/apron	\$11,865.58	11/07/2018

Concrete Repairs



Before and After – 7th Street and "K Ave (Top); 300 N. "R" Avenue (Bottom)

Concrete Repairs



2031 "O" Avenue(Left); 2732 Virginia Dr. (Right); 1500 "C" Avenue (Bottom)

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the installation of blue curb disabled persons parking space with signage in front of the residence located on 117 E. 5th Street \(TSC No. 2018-36\). \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 5, 2019

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of blue curb disabled persons parking space with signage in front of the residence located on 117 E. 5th Street (TSC No. 2018-36).

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil

PHONE: 619-336-4388

DEPARTMENT: Engineering/Public Works

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt Resolution authorizing the installation of blue curb disabled persons parking space with signage in front of the residence located on 117 E. 5th Street.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on December 12, 2018, the Traffic Safety Committee approved staff's recommendation to install blue curb disabled persons parking space with signage in front of the residence located on 117 E. 5th Street.

ATTACHMENTS:

1. Explanation w/Exhibit
2. Staff Report to the Traffic Safety Committee on December 12, 2018 (TSC No. 2018-36)
3. Resolution

EXPLANATION

Mr. Jose Salvador Garcia, resident of 117 E. 5th Street, has requested a blue curb disabled persons parking space in front of his residence. The resident possesses a valid disabled persons placard from the California Department of Motor Vehicles. Mr. Garcia stated that it is difficult for him to find parking near his residence due to the high demand of parking in this area. Mr. Garcia also stated that his residence possesses a driveway, but is not wide enough to accommodate his vehicle, and a disabled persons parking space in front of his residence would provide easier access to the house for him.

Staff visited the site and confirmed that Mr. Garcia's residence has a driveway, but no garage. With his permission and supervision, staff measured the driveway. The driveway is 60 feet long by 10 feet wide with a negligible slope. Americans with Disabilities Act (ADA) guidelines require the minimum dimension for a driveway to be 20 feet long by 12 feet wide, in order to accommodate a vehicle with a disabled driver or passenger. This condition is not met since the dimensions of the driveway do not meet the minimum parking requirements for disabled persons.

The City Council has adopted a policy which is used to evaluate requests for disabled persons parking spaces. The City Council Disabled Persons Parking Policy requirements for "Special Hardship" cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". *This condition is met.*
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. *This condition is met.*
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

Since all three conditions of the City Council Disabled Persons Parking Policy for "Special Hardship" cases are met, staff recommended the installation of a blue curb disabled persons parking space with signage at 117 E. 5th Street.

This item was presented to the Traffic Safety Committee (TSC) on December 12, 2018. No one was in attendance to speak in support of the blue curb disabled persons parking space.

The Traffic Safety Committee voted unanimously to approve the installation of a blue curb disabled persons parking space with signage in front of the residence at 117 E. 5th Street. The applicant was informed that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

If approved by City Council, all work will be performed by City Public Works.

Location Map with Recommended Enhancements (TSC Item: 2018-36)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR DECEMBER 12, 2018**

ITEM NO. 2018-36

ITEM TITLE: **REQUEST TO INSTALL A BLUE CURB DISABLED PERSONS
PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE
AT 117 E. 5TH STREET.**

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil
Engineering & Public Works Department

DISCUSSION:

Mr. Jose Salvador Garcia, resident of 117 E. 5th Street, has requested a blue curb disabled persons parking space in front of his residence. The resident possesses a valid disabled persons placard from the California Department of Motor Vehicles. Mr. Garcia stated that it is difficult for him to find parking near his residence due to the high demand of parking in this area. Mr. Garcia also stated that his residence possesses a driveway, but is not wide enough to accommodate his vehicle, and a disabled persons parking space in front of his residence would provide easier access to the house for him.

Staff visited the site and confirmed that Mr. Garcia's residence has a driveway, but no garage. With his permission and supervision, staff measured the driveway. The driveway is 60 feet long by 10 feet wide with a negligible slope. The minimum dimension for a driveway to accommodate a vehicle with a disabled driver or passenger is 20 feet long by 12 feet wide. This condition is not met since the dimensions of the driveway do not meet the minimum parking requirements for disabled persons.

The City Council has adopted a policy which is used to evaluate requests for disabled persons parking spaces. The City Council Disabled Persons Parking Policy requirements for "Special Hardship" cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". *This condition is met.*
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. *This condition is met.*
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

It shall be noted that disabled persons parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

STAFF RECOMMENDATION:

Since all three conditions of the City Council Disabled Persons Parking Policy for "Special Hardship" cases are met, staff recommends the installation of a blue curb disabled persons parking space with signage in front of the residence at 117 E. 5th Street.

ATTACHMENTS:

1. Disabled Persons Parking Request Form and Placard
2. Public Notice
3. Location Map
4. Photos
5. City Council Disabled Persons Parking Policy

2018-36

REQUEST FOR BLUE CURB DISABLED PERSONS PARKING SPACE

NAME OF DISABLED PERSON: Jose Salvador Garcia

NAME OF REPRESENTATIVE FOR DISABLED PERSON (if different from above):

Wendy Rocha (Daughter)

ADDRESS: 117 E 5th St. National City CA 91950

EMAIL: _____

PHONE NUMBER: _____

Please answer the following questions, which will assist Engineering staff, the Traffic Safety Committee, and your City Council in determining if you are qualified to have a blue curb disabled persons parking space placed in front of your residence. Please be informed that all blue curb parking spaces are considered public parking. Therefore, any registered vehicle in possession of a disabled persons placard or license plate is legally allowed to park in the blue curb space for up to 72 continuous hours.

- 1) Do you possess a valid disabled person's placard issued by the California Department of Motor Vehicles (DMV)? ☒ YES ☐ NO

If YES, please include a copy of the placard, which contains your name, address, placard number, and expiration date.

- 2) Does your residence have a garage? ☐ YES ☒ NO

If YES, is the garage large enough to park a vehicle (minimum of 20' x 12') ☐ YES ☐ NO

- 3) Does your residence have a driveway? ☒ YES ☐ NO

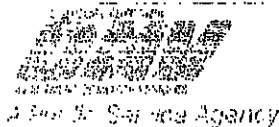
If YES, a) Is the driveway large enough to park a vehicle? ☒ YES ☒ NO C.H.
(minimum of 20' x 12')

b) Is the driveway level? ☒ YES ☐ NO

c) Is the driveway sloped/inclined? ☐ YES ☒ NO

- 4) Please write any additional comments here (optional).

If approved there are 3 other
cars (neighbors) with Disabled persons Placard
very much needed reserved space
in our street.



CUSTOMER RECEIPT COPY

EXPIRES: 06/30/2019

*** DISABLED PERSON PLACARD ***

DATE ISSUED:

PLACARD NUMBER:

PIC: 1 TV: _ _

MO/YR:

GARCIA JOSE SALVADOR
117 E 5TH STREET

DT FEES RECVD:

NATIONAL CITY
CA 91950

CO:



DEPARTMENT OF MOTOR VEHICLES PLACARD IDENTIFICATION CARD

THIS IDENTIFICATION CARD OR FACSIMILE COPY IS TO BE CARRIED BY THE PLACARD OWNER. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IMMEDIATELY NOTIFY DMV BY PHONE OR MAIL OF ANY CHANGE OF ADDRESS. WHEN PARKING, HANG THE PLACARD FROM THE REAR VIEW MIRROR. REMOVE IT WHEN DRIVING.

Public Service Agency

PLACARD#:

PLACARD HOLDER: GARCIA JOSE SALVADOR
117 E 5TH STREET

EXPIRES: 06/30/2019

DOB:

ISSUED:

TYPE: N1

NATIONAL CITY
CA

91950

PURCHASE OF FUEL (BUSINESS & PROFESSIONS CODE 13660):

STATE LAW REQUIRES SERVICE STATIONS TO REFUEL A DISABLED PERSON'S VEHICLE AT SELF-SERVICE RATES, EXCEPT SELF-SERVICE FACILITIES WITH ONLY ONE CASHIER.

WHEN YOUR PLACARD IS PROPERLY DISPLAYED, YOU MAY PARK IN/ON:

*DISABLED PERSON PARKING SPACES (BLUE ZONES) *STREET METERED ZONES WITHOUT PAYING *GREEN ZONES WITHOUT RESTRICTIONS TO TIME LIMITS *STREET WHERE PREFERENTIAL PARKING PRIVILEGES ARE GIVEN TO RESIDENTS AND MERCHANTS..

YOU MAY NOT PARK IN/ON: *RED ZONES *TOW AWAY ZONES *WHITE OR YELLOW ZONES *SPACES MARKED BY CROSSHATCH LINES NEXT TO DISABLED PERSON PARKING SPACES.

IT IS CONSIDERED MISUSE: *TO DISPLAY A PLACARD UNLESS THE DISABLED OWNER IS BEING TRANSPORTED *TO DISPLAY A PLACARD WHICH HAS BEEN CANCELLED OR REVOKED *TO LOAN YOUR PLACARD TO ANYONE, INCLUDING FAMILY MEMBERS.

MISUSE IS A MISDEMEANOR (SECTION 4461VC) AND CAN RESULT IN CANCELLATION OF THE PLACARD. LOSS OF PARKING PRIVILEGES AND/OR FINE.



December 5, 2018

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2018-36

REQUEST TO INSTALL BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE LOCATED ON 117 E. 5TH STREET

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Meeting scheduled for **Wednesday, December 12, 2018, at 1:00 P.M.** in the 2nd Floor Large Conference Room of the Civic Center Building, 1243 National City Boulevard, to discuss the above-referenced item.

The City Hall is ADA compliant. Please note that there are two disabled persons parking spaces in front of City Hall on the east side of National City that provide direct access on the 2nd Floor of City Hall via a pedestrian bridge.

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2018-36.

Sincerely,

Stephen Manganiello
City Engineer

SM:ch

Enclosure: Location Map

2018-36

Location Map with Recommended Enhancements (TSC Item: 2018-36)





Location of proposed blue curb disabled persons parking space in front of 117 E. 5th Street (looking north)



Location of proposed blue curb disabled persons parking space in front of 117 E. 5th Street (looking east)

DISABLED PERSONS PARKING POLICY

The purpose of a disabled persons parking zone is to provide designated parking spaces at major points of assembly for the exclusive use of physically disabled persons whose vehicle displays a distinguishing license plate as authorized by the California Department of Motor Vehicles.

The City Council may upon recommendation of the City Engineer, designate specially marked and posted on-street parking spaces for disabled persons pursuant to California Vehicle Code 21101, et seq. at the following facilities:

1. Government buildings serving the public such as administration buildings, public employment offices, public libraries, police stations, etc.
2. Hospitals and convalescent homes with more than 75-bed capacity.
3. Medical facilities and doctors' offices staffed by a maximum of five practitioners. Zones shall be located to serve a maximum number of facilities on one block.
4. Community service facilities such as senior citizens service centers, etc.
5. Accredited vocational training and educational facilities where no off-street parking is provided for disabled persons.
6. Employment offices for major enterprises employing more than 200 persons.
7. Public recreational facilities including municipal swimming pools, recreation halls, museums, etc.
8. Public theaters, auditoriums, meeting halls, arenas, stadiums with more than 300 seating capacity.
9. Other places of assembly such as schools and churches.
10. Commercial and/or office building(s) with an aggregate of more than 50,000 square feet of usable floor space. Zone shall be located to serve a maximum number of facilities on one block.
11. Hotels catering to daily guests, maintaining a ground floor lobby and a switchboard that is operated 24 hours per day.

12. A hotel or apartment house catering to weekly or monthly guests and containing more than 30 separate living units.

In addition, disabled persons parking spaces may be provided within all publicly owned, leased or controlled off-street parking facilities as specified in the General Requirements.

General Requirements

Each disabled persons parking space shall be indicated by blue paint and a sign (white on blue) showing the international symbol of accessibility (a profile view of a wheelchair with occupant).

Where installed under the above criteria the total number of disabled persons curb parking spaces will be limited to 3% of the total number of on-street parking spaces available in the area and shall be distributed uniformly within the area.

Disabled persons parking will not be installed at locations with a full-time parking prohibition. When a disabled persons parking zone is installed where a part-time parking prohibition is in effect, the disabled persons parking zone will have the same time restrictions as the part-time parking prohibition.

The cost of installing disabled persons parking will be assumed by the City on public streets and public off-street parking facilities.

In establishing on-street parking facilities for the disabled there shall be a reasonable determination made that the need is of an on-going nature. The intent is to prevent the proliferation of special parking stalls that may be installed for a short-term purpose but later are seldom used. Unjustified installation of such parking stalls unnecessarily increases the City's maintenance and operations costs, reduce available on-street parking for the general public, and detract from the overall effectiveness of the disabled persons parking program.

Special Hardship Cases

It is not the intention of the City to provide personal reserved parking on the public right-of-way, especially in residential areas. However, exceptions may be made, in special hardship cases, provided all of the following conditions exists:

- (1) Applicant (or guardian) must be in possession of valid license plates for "disabled persons" or "disabled veterans."
- (2) The proposed disabled parking space must be in front of the applicant's (or guardian's) place of residence.

- (3) Subject residence must not have useable off-street parking available or off-street space available that may be converted into disabled parking.

NOTE: It must be emphasized that such parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates may park in the above stalls.

Jha:p

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the installation of blue curb disabled persons parking space with signage in front of the residence located on 918 Delta Street \(TSC No. 2018-37\). \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 5, 2019

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of blue curb disabled persons parking space with signage in front of the residence located on 918 Delta Street (TSC No. 2018-37).

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil

PHONE: 619-336-4388

DEPARTMENT: Engineering/Public Works

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt Resolution authorizing the installation of blue curb disabled persons parking space with signage in front of the residence located on 918 Delta Street.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on December 12, 2018, the Traffic Safety Committee approved staff's recommendation to install blue curb disabled persons parking space with signage in front of the residence located on 918 Delta Street.

ATTACHMENTS:

1. Explanation w/Exhibit
2. Staff Report to the Traffic Safety Committee on December 12, 2018 (TSC No. 2018-37)
3. Resolution

EXPLANATION

Mrs. Elia Gastelum, resident of 918 Delta Street, has requested a blue curb disabled persons parking space in front of her residence. The resident possesses a valid disabled persons placard from the California Department of Motor Vehicles. Mrs. Gastelum stated that her property has a garage and a driveway, but both are not large enough to accommodate her vehicle. Mrs. Gastelum also stated that it is difficult for her to find parking due to the high demand of parking in this area, and that a disabled persons parking space in front her house would provide easier access to the house for her.

Staff visited the site and observed that Mrs. Gastelum's residence has a driveway and garage. With her permission and supervision, staff measured the driveway and the garage. The driveway is 18 feet long by 16 feet wide with a negligible slope. The garage is 22 feet long by 8 feet wide with a negligible slope. Americans with Disabilities Act (ADA) guidelines require a minimum dimension for a garage or driveway to be 20 feet long by 12 feet wide, in order to accommodate a vehicle with a disabled driver or passenger. These two conditions are not met since the dimensions of the garage and driveway do not meet the minimum parking requirements for disabled persons.

The City Council has adopted a policy which is used to evaluate requests for disabled persons parking spaces. The City Council Disabled Persons Parking Policy requirements for "Special Hardship" cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". *This condition is met.*
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. *This condition is met.*
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

Since all three conditions of the City Council Disabled Persons Parking Policy for "Special Hardship" cases are met, staff recommended the installation of a blue curb disabled persons parking space with signage at 918 Delta Street.

This item was presented to the Traffic Safety Committee (TSC) on December 12, 2018. Mrs. Gastelum was in attendance to speak in support of the blue curb disabled persons parking space.

The Traffic Safety Committee voted unanimously to approve the installation of a blue curb disabled persons parking space with signage in front of the residence at 918 Delta Street.

The applicant was informed that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

If approved by City Council, all work will be performed by City Public Works.

Location Map with Recommended Enhancements (TSC Item: 2018-37)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR DECEMBER 12, 2018**

ITEM NO. 2018-37

ITEM TITLE: **REQUEST TO INSTALL A BLUE CURB DISABLED PERSONS
PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE
AT 918 DELTA STREET.**

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil
Engineering & Public Works Department

DISCUSSION:

Mrs. Elia Gastelum, resident of 918 Delta Street, has requested a blue curb disabled persons parking space in front of her residence. The resident possesses a valid disabled persons placard from the California Department of Motor Vehicles. Mrs. Gastelum stated that her property has a garage and a driveway, but both are not large enough to accommodate her vehicle. Mrs. Gastelum also stated that it is difficult for her to find parking due to the high demand of parking in this area, and that a disabled persons parking space in front her house would provide easier access to the house for her.

Staff visited the site and observed that Mrs. Gastelum's residence has a driveway and garage. With her permission and supervision, staff measured the driveway and the garage. The driveway is 18 feet long by 16 feet wide with a negligible slope. The garage is 22 feet long by 8 feet wide with a negligible slope. The minimum dimension for a garage or driveway to accommodate a vehicle with a disabled driver or passenger is 20 feet long by 12 feet wide. These two conditions are not met since the dimensions of the garage and driveway do not meet the minimum parking requirements for disabled persons.

The City Council has adopted a policy which is used to evaluate requests for disabled persons parking spaces. The City Council Disabled Persons Parking Policy requirements for "Special Hardship" cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". *This condition is met.*
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. *This condition is met.*
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

It shall be noted that disabled persons parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

STAFF RECOMMENDATION:

Since all three conditions of the City Council Disabled Persons Parking Policy for "Special Hardship" cases are met, staff recommends the installation of a blue curb disabled persons parking space with signage in front of the residence at 918 Delta Street.

ATTACHMENTS:

1. Disabled Persons Parking Request Form and Placard
2. Public Notice
3. Location Map
4. Photos
5. City Council Disabled Persons Parking Policy

2018-37

REQUEST FOR BLUE CURB DISABLED PERSONS PARKING SPACE

NAME OF DISABLED PERSON: ELIA Gastelum
 NAME OF REPRESENTATIVE FOR DISABLED PERSON (if different from above):
ELIA del CARMEN Lizárraga - Gastelum
 ADDRESS: 918 DELTA ST National City CA 91950
 EMAIL: _____
 PHONE NUMBER: _____

Please answer the following questions, which will assist Engineering staff, the Traffic Safety Committee, and your City Council in determining if you are qualified to have a blue curb disabled persons parking space placed in front of your residence. Please be informed that all blue curb parking spaces are considered public parking. Therefore, any registered vehicle in possession of a disabled persons placard or license plate is legally allowed to park in the blue curb space for up to 72 continuous hours.

- 1) Do you possess a valid disabled person's placard issued by the California Department of Motor Vehicles (DMV)? ☒ YES ☐ NO
 If YES, please include a copy of the placard, which contains your name, address, placard number, and expiration date.

- 2) Does your residence have a garage? C.H. ☒ YES ☒ NO

If YES, is the garage large enough to park a vehicle (minimum of 20' x 12') ☐ YES ☒ NO

- 3) Does your residence have a driveway? ☒ YES ☐ NO

If YES, a) Is the driveway large enough to park a vehicle? ☒ YES ☒ NO C.H.
 (minimum of 20' x 12')

b) Is the driveway level? ☒ YES ☐ NO

c) Is the driveway sloped/inclined? ☐ YES ☒ NO

- 4) Please write any additional comments here (optional).



CUSTOMER RECEIPT COPY

EXPIRES: 06/30/2019

*** DISABLED PERSON PLACARD ***

PLACARD NUMBER: 1

PIC: 1

TV:

DATE ISSUED:

MO/YR:

GASTELUM ELIA
918 DELTA ST

DT FEES RECVD:

NATIONAL CITY
CA 91950

CO: 37



AMT DUE : NONE
AMT RECVD - CASH :
- CHCK :
- CRDT :

0000000

DEPARTMENT OF MOTOR VEHICLES PLACARD IDENTIFICATION CARD

THIS IDENTIFICATION CARD OR FACSIMILE COPY IS TO BE CARRIED BY THE PLACARD OWNER. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IMMEDIATELY NOTIFY DMV BY PHONE OR MAIL OF ANY CHANGE OF ADDRESS. WHEN PARKING, HANG THE PLACARD FROM THE REAR VIEW MIRROR. REMOVE IT WHEN DRIVING.

A Public Service Agency

PLACARD#:

PLACARD HOLDER: GASTELUM ELIA
918 DELTA ST

EXPIRES: 06/30/2019

DOB:

ISSUED:

TYPE: N1

NATIONAL CITY
CA

91950

PURCHASE OF FUEL (BUSINESS & PROFESSIONS CODE 13660):

STATE LAW REQUIRES SERVICE STATIONS TO REFUEL A DISABLED PERSON'S VEHICLE AT SELF-SERVICE RATES, EXCEPT SELF-SERVICE FACILITIES WITH ONLY ONE CASHIER.

WHEN YOUR PLACARD IS PROPERLY DISPLAYED, YOU MAY PARK IN/ON:

*DISABLED PERSON PARKING SPACES (BLUE ZONES) *STREET METERED ZONES WITHOUT PAYING *GREEN ZONES WITHOUT RESTRICTIONS TO TIME LIMITS *STREET WHERE PREFERENTIAL PARKING PRIVILEGES ARE GIVEN TO RESIDENTS AND MERCHANTS.

YOU MAY NOT PARK IN/ON: *RED ZONES *TOW AWAY ZONES *WHITE OR YELLOW ZONES *SPACES MARKED BY CROSSHATCH LINES NEXT TO DISABLED PERSON PARKING SPACES.

IT IS CONSIDERED MISUSE: *TO DISPLAY A PLACARD UNLESS THE DISABLED OWNER IS BEING TRANSPORTED *TO DISPLAY A PLACARD WHICH HAS BEEN CANCELLED OR REVOKED *TO LOAN YOUR PLACARD TO ANYONE, INCLUDING FAMILY MEMBERS. MISUSE IS A MISDEMEANOR (SECTION 4461VC) AND CAN RESULT IN CANCELLATION REVOCATION OF THE PLACARD. LOSS OF PARKING PRIVILEGES AND/OR FINES



December 5, 2018

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2018-37

**REQUEST TO INSTALL BLUE CURB DISABLED PERSONS PARKING
SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE LOCATED ON
918 DELTA STREET**

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Meeting scheduled for **Wednesday, December 12, 2018, at 1:00 P.M.** in the 2nd Floor Large Conference Room of the Civic Center Building, 1243 National City Boulevard, to discuss the above-referenced item.

The City Hall is ADA compliant. Please note that there are two disabled persons parking spaces in front of City Hall on the east side of National City that provide direct access on the 2nd Floor of City Hall via a pedestrian bridge.

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2018-37.

Sincerely,

Stephen Manganiello
City Engineer

SM:ch

Enclosure: Location Map

2018-37

Location Map with Recommended Enhancements (TSC Item: 2018-37)





Location of proposed blue curb disabled persons parking space in front of 918 Delta Street (looking south)



Location of proposed blue curb disabled persons parking space in front of 918 Delta Street (looking west)

DISABLED PERSONS PARKING POLICY

The purpose of a disabled persons parking zone is to provide designated parking spaces at major points of assembly for the exclusive use of physically disabled persons whose vehicle displays a distinguishing license plate as authorized by the California Department of Motor Vehicles.

The City Council may upon recommendation of the City Engineer, designate specially marked and posted on-street parking spaces for disabled persons pursuant to California Vehicle Code 21101, et seq. at the following facilities:

1. Government buildings serving the public such as administration buildings, public employment offices, public libraries, police stations, etc.
2. Hospitals and convalescent homes with more than 75-bed capacity.
3. Medical facilities and doctors' offices staffed by a maximum of five practitioners. Zones shall be located to serve a maximum number of facilities on one block.
4. Community service facilities such as senior citizens service centers, etc.
5. Accredited vocational training and educational facilities where no off-street parking is provided for disabled persons.
6. Employment offices for major enterprises employing more than 200 persons.
7. Public recreational facilities including municipal swimming pools, recreation halls, museums, etc.
8. Public theaters, auditoriums, meeting halls, arenas, stadiums with more than 300 seating capacity.
9. Other places of assembly such as schools and churches.
10. Commercial and/or office building(s) with an aggregate of more than 50,000 square feet of usable floor space. Zone shall be located to serve a maximum number of facilities on one block.
11. Hotels catering to daily guests, maintaining a ground floor lobby and a switchboard that is operated 24 hours per day.

12. A hotel or apartment house catering to weekly or monthly guests and containing more than 30 separate living units.

In addition, disabled persons parking spaces may be provided within all publicly owned, leased or controlled off-street parking facilities as specified in the General Requirements.

General Requirements

Each disabled persons parking space shall be indicated by blue paint and a sign (white on blue) showing the international symbol of accessibility (a profile view of a wheelchair with occupant).

Where installed under the above criteria the total number of disabled persons curb parking spaces will be limited to 3% of the total number of on-street parking spaces available in the area and shall be distributed uniformly within the area.

Disabled persons parking will not be installed at locations with a full-time parking prohibition. When a disabled persons parking zone is installed where a part-time parking prohibition is in effect, the disabled persons parking zone will have the same time restrictions as the part-time parking prohibition.

The cost of installing disabled persons parking will be assumed by the City on public streets and public off-street parking facilities.

In establishing on-street parking facilities for the disabled there shall be a reasonable determination made that the need is of an on-going nature. The intent is to prevent the proliferation of special parking stalls that may be installed for a short-term purpose but later are seldom used. Unjustified installation of such parking stalls unnecessarily increases the City's maintenance and operations costs, reduce available on-street parking for the general public, and detract from the overall effectiveness of the disabled persons parking program.

Special Hardship Cases

It is not the intention of the City to provide personal reserved parking on the public right-of-way, especially in residential areas. However, exceptions may be made, in special hardship cases, provided all of the following conditions exists:

- (1) Applicant (or guardian) must be in possession of valid license plates for "disabled persons" or "disabled veterans."
- (2) The proposed disabled parking space must be in front of the applicant's (or guardian's) place of residence.

- (3) Subject residence must not have useable off-street parking available or off-street space available that may be converted into disabled parking.

NOTE: It must be emphasized that such parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates may park in the above stalls.

Jha:p

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the installation of a red curb No Parking at the intersection of Manchester Street and Eleanor Place to improve visibility at the intersection \(TSC No. 2018-39\). \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 5, 2019

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of a red curb "No Parking" at the intersection of Manchester Street and Eleanor Place to improve visibility at the intersection (TSC No. 2018-39).

PREPARED BY: Luca Zappiello, Junior Engineer – Civil

PHONE: 619-336-4360

DEPARTMENT: Engineering/Public Works

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt a Resolution authorizing installation of a red curb "No Parking" at the intersection of Manchester Street and Eleanor Place.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on December 12, 2018, the Traffic Safety Committee approved staff's recommendation to install a red curb "No Parking" at the intersection of Manchester Street and Eleanor Place.

ATTACHMENTS:

1. Explanation w/ Exhibit
2. Staff Report to the Traffic Safety Committee on December 12, 2018 (TSC No. 2018-39)
3. Resolution

EXPLANATION

An area resident has requested red curb "No Parking" at the intersection of Manchester Street and Eleanor Place to improve visibility and enhance safety for the vehicles exiting from Eleanor Place onto Manchester Street.

Staff performed a site evaluation. Manchester Street and Eleanor Place are 2-lane local roadways with speed limits of 25 mph and unrestricted parallel parking on both sides of the streets. Staff verified that the intersection is currently Stop controlled for westbound traffic on Manchester Street and northbound traffic on Eleanor Place. Eleanor Place ends on a cul-de-sac on the south side of Manchester Street. Staff confirmed that on the south side of Manchester Street, west of Eleanor Place, there are 22 feet of unrestricted parking between the pedestrian ramp and the north side driveway apron of the residence at 3433 Eleanor Place. Furthermore, staff also confirmed that on the west side of Eleanor Place, south of Manchester Street, there are 104 feet of unrestricted parking between the pedestrian ramp and the south side driveway apron of the residence located at 3433 Eleanor Place (see attached the location map).

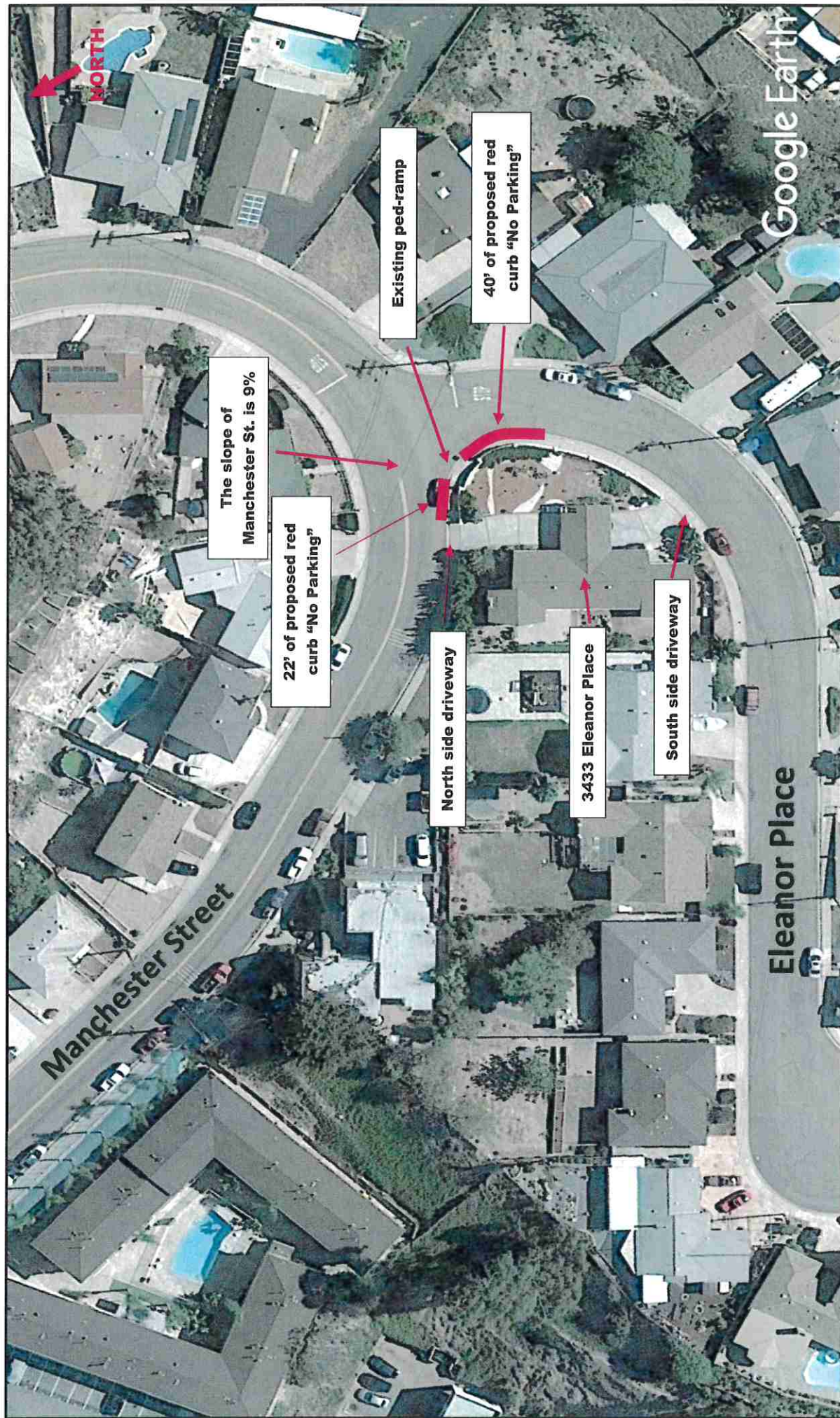
Staff verified that when vehicles on Manchester Street park very close to the intersection, visibility for the vehicles exiting from Eleanor Street onto Manchester Street is partially obstructed. Therefore, staff recommends installing 22 feet of red curb "No Parking" on the south side of Manchester Street, west of Eleanor Place in order to improve visibility for vehicles exiting Eleanor Place onto Manchester Street. Staff also recommends installing 40 feet of red curb "No Parking" on the west side of Eleanor Place, south of Manchester Street in order to improve safety and visibility for the vehicles that are exiting Manchester Street onto Eleanor Place. Staff also reviewed the traffic collision history for this intersection, which confirmed there was one "reported" traffic collision within the past four years.

This item was presented to the Traffic Safety Committee on December 12, 2018. Staff sent notices to area residents, inviting them to attend the Traffic Safety Committee Meeting and/or contact staff with any questions. Mr. David Honnold property owner of the residence at 3433 Eleanor Place was in attendance and he spoke in support of the item. Staff presented the results of the site evaluation and after discussion, the Traffic Safety Committee unanimously approved staff's recommendation to the following traffic safety enhancements:

1. Install 22 feet of red curb "No Parking" on the south side of Manchester Street, west of Eleanor Place;
2. Install 40 feet of red curb "No-Parking" on the west side of Eleanor Place, south of Manchester Street.

If approved by City Council, all work will be performed by City Public Works.

Location Map with Proposed Enhancements (TSC Item: 2018-39)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR DECEMBER 12, 2018**

ITEM NO. 2018-39

ITEM TITLE: REQUEST TO INSTALL RED CURB "NO PARKING" AT THE INTERSECTION OF MANCHESTER STREET AND ELEANOR PLACE TO IMPROVE VISIBILITY AT THE INTERSECTION

PREPARED BY: Luca Zappiello, Junior Engineer - Civil
Engineering & Public Works Department

DISCUSSION:

An area resident has requested red curb "No Parking" at the intersection of Manchester Street and Eleanor Place to improve visibility and enhance safety for the vehicles exiting from Eleanor Place onto Manchester Street.

Staff performed a site evaluation. Manchester Street and Eleanor Place are 2-lane local roadways with speed limits of 25 mph and unrestricted parallel parking on both sides of the streets. Staff verified that the intersection is currently Stop controlled for westbound traffic on Manchester Street and northbound traffic on Eleanor Place. Eleanor Place ends on a cul-de-sac on the south side of Manchester Street. Staff confirmed that on the south side of Manchester Street, west of Eleanor Place, there are 22 feet of unrestricted parking between the pedestrian ramp and the north side driveway apron of the residence at 3433 Eleanor Place. Furthermore, staff also confirmed that on the west side of Eleanor Place, south of Manchester Street, there are 104 feet of unrestricted parking between the pedestrian ramp and the south side driveway apron of the residence located at 3433 Eleanor Place (see attached the location map).

Staff verified that when vehicles on Manchester Street park very close to the intersection, visibility for the vehicles exiting from Eleanor Street onto Manchester Street is partially obstructed. Therefore, staff recommends installing 22 feet of red curb "No Parking" on the south side of Manchester Street, west of Eleanor Place in order to improve visibility for vehicles exiting Eleanor Place onto Manchester Street. Staff also recommends installing 40 feet of red curb "No Parking" on the west side of Eleanor Place, south of Manchester Street in order to improve safety and visibility for the vehicles that are exiting Manchester Street onto Eleanor Place.

Staff reviewed the traffic collision history for this intersection, which confirmed there was one "reported" traffic collision within the past four years.

STAFF RECOMMENDATION:

Staff recommends the following enhancements in order to improve safety and visibility at the intersection of Manchester Street and Eleanor Place:

1. Install 22 feet of red curb "No Parking" on the south side of Manchester Street, west of Eleanor Place;
2. Install 40 feet of red curb "No-Parking" on the west side of Eleanor Place, south of Manchester Street.

EXHIBITS:

1. Public Request
2. Public Notice
3. Location Map
4. Photos

2017-39



PUBLIC REQUEST FORM

Name: Anonymous

Address: _____

Phone: _____

Email: _____

Location: Manchester Street and Eleanor Place

Request: red curb "No Parking" at the intersection of Manchester Street and Eleanor Place
to improve visibility and enhance safety for the vehicles exiting
from Eleanor Place onto Manchester Street.

Attachments: ☐ Yes ☒ No Description: _____

Request Received By: Luca Zappiello Date: October 30, 2018

Received via: ☐ Counter/In-Person ☐ Telephone ☐ Email ☐ Fax ☐ Referral: _____

Assigned To: _____

Notes: _____



December 6, 2018

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2018-39

**REQUEST TO INSTALL RED CURB "NO PARKING" AT THE
INTERSECTION OF MANCHESTER STREET AND ELEANOR PLACE TO
IMPROVE VISIBILITY AT THE INTERSECTION**

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Meeting scheduled for **Wednesday, December 12, 2018, at 1:00 P.M.** in the 2nd Floor Large Conference Room of the Civic Center Building, 1243 National City Boulevard, to discuss the above-referenced item.

The City Hall is ADA compliant and there are two disabled persons parking spaces in front of City Hall on the east side of National City that provide direct access on the 2nd Floor of City Hall via a pedestrian bridge.

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2018-39.

Sincerely,

Stephen Manganiello
City Engineer

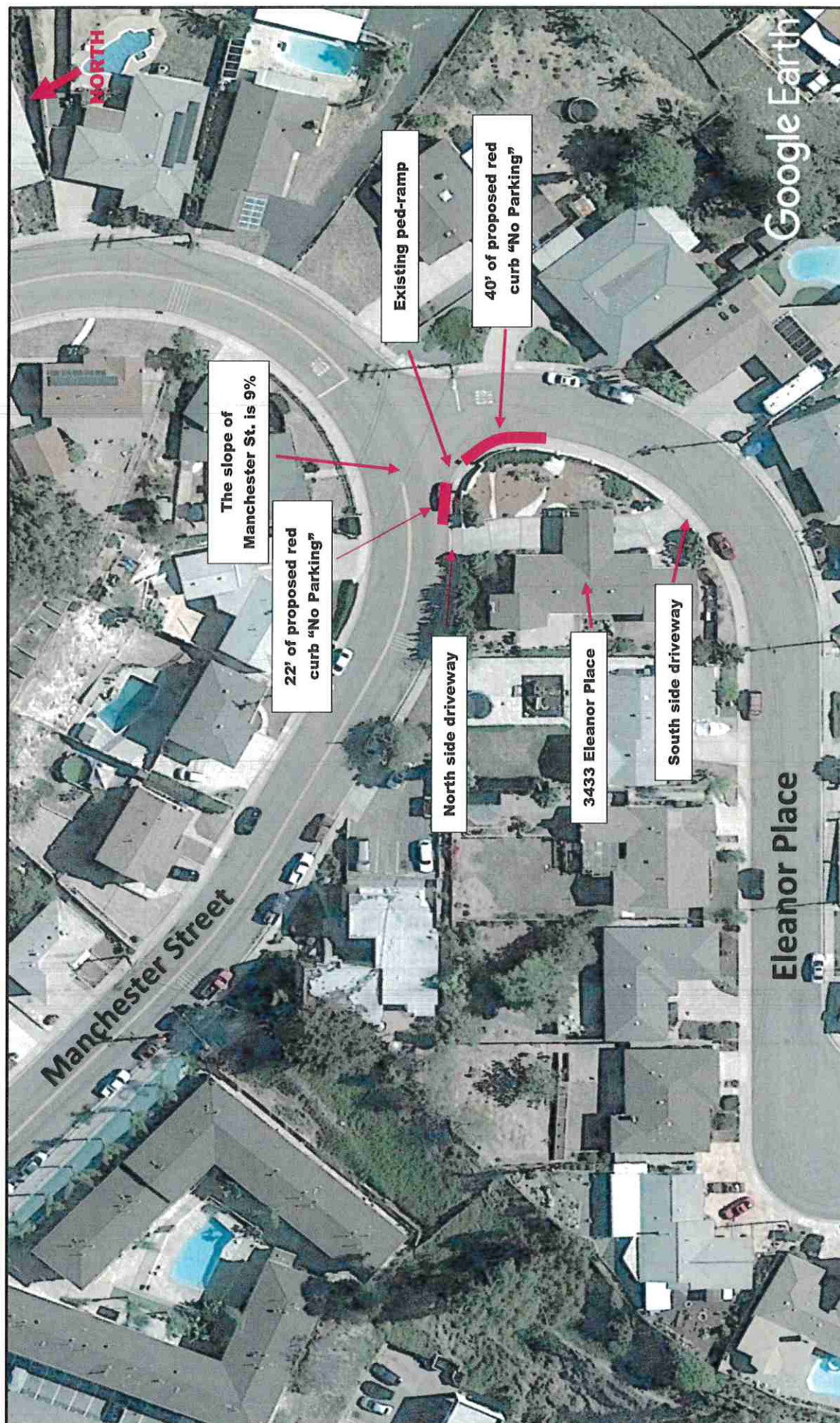
SM:lz

Enclosure: Location Map

2018-39

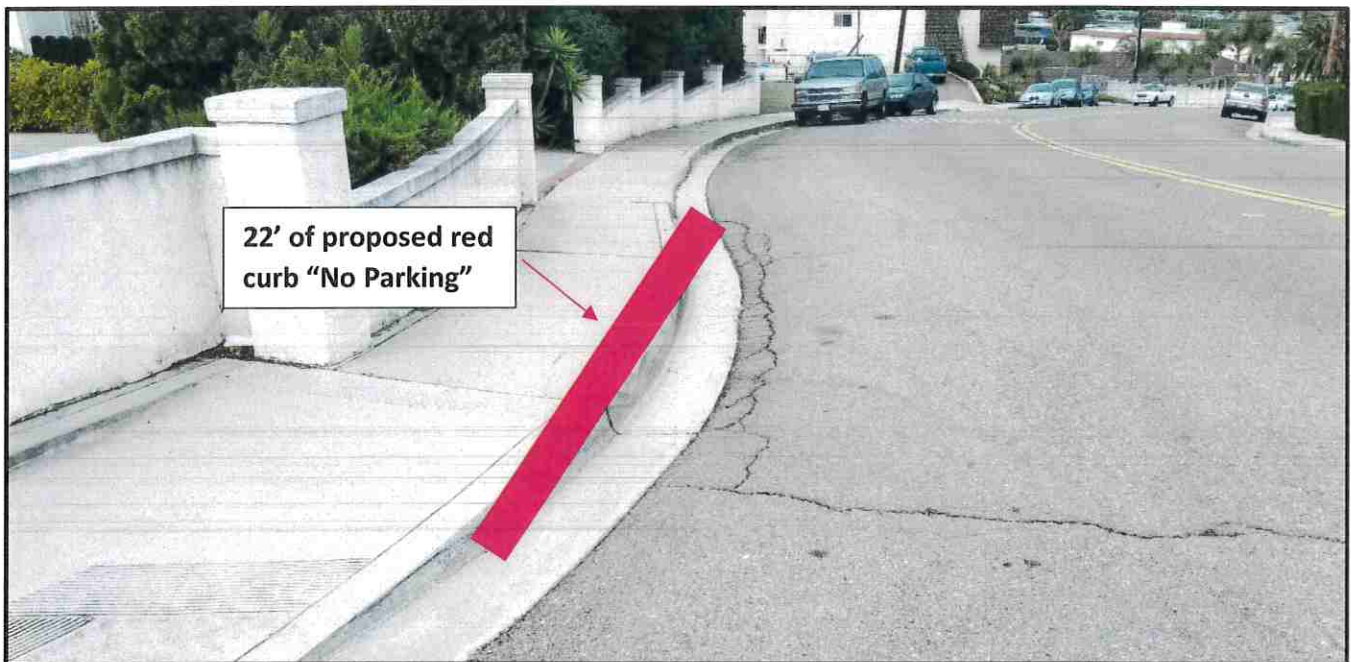
1234 National City Boulevard, National City, CA 91950-6530
(619) 336-4380 Fax (619) 336-4397 engineering@nationalcityca.gov

Location Map with Proposed Enhancements (TSC Item: 2018-39)





Location of proposed red curb "No Parking" at the intersection of Manchester St and Eleanor Pl (looking southwest)



Location of proposed red curb "No Parking" at the intersection of Manchester St and Eleanor Pl (looking west)



Location of proposed red curb "No Parking" at the intersection of Manchester St and Eleanor Pl (looking west)

The following page(s) contain the backup material for Agenda Item: [Temporary Use Permit – Circus Vargas event sponsored by Circus Vargas from February 21, 2019 to March 4, 2019 at the Westfield Plaza Bonita Mall with no waiver of fees. \(Neighborhood Services\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 5, 2019

AGENDA ITEM NO. |

ITEM TITLE:

Temporary Use Permit – Circus Vargas event sponsored by Circus Vargas from February 21, 2019 to March 4, 2019 at the Westfield Plaza Bonita Mall with no waiver of fees.

PREPARED BY: Dionisia Trejo

DEPARTMENT: Neighborhood Services Department

PHONE: (619) 336-4255 |

APPROVED BY:  _____

EXPLANATION:

This is a request from Circus Vargas to conduct the Circus Vargas event at Westfield Plaza Bonita Mall from February 21, 2019 to March 4, 2019. Set up for this event will commence at 8:00 a.m. February 20, 2019 on the west side parking lot of Plaza Bonita Mall. The show times will vary on dates from 12:30 p.m., 1 p.m., 4:00 p.m., 7:00 p.m., and 7:30 p.m. Each show lasts approximately 1 ½ hours.

This is a completely self-contained event in a traditional big top circus with concessions. There are no performing animals, no rides, no games, no outside vendors and no alcohol. Vehicles are used for transportation of operations. There will be eight internal Security Guards and sufficient parking is available at the mall. Food will be prepared on-site in a trailer. Clean-up will be performed after each show.

This event will end with its last show on Monday March 4th at 6:30 pm and will begin breakdown after the show. This event was approved by Council in 2017 & 2018 with no waiver of fees.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

City fee of \$272.00 for processing the TUP, plus \$791.00 for the Fire Department and \$400.00 for Public Works.

Total fees: \$1,463.00

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: ☐ **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Approve the application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Application for a Temporary Use Permit with recommended approvals and conditions of approval. |



City of National City ■ Neighborhood Services Department
1243 National City Boulevard ■ National City, CA 91950
(619) 336-4364 ■ fax (619) 336-4217
www.nationalcityca.gov

Special Event Application

Type of Event

- ☐ Fair/Festival ☐ Parade/March ☐ Walk or Run ☐ Concert/Performance
☐ TUP ☐ Sporting Event ☒ Other (specify) Circus

Event Name & Location

Event Title Circus Vargas
Event Location (list all sites being requested) 3030 Plaza Bonita Rd.
National City, CA 91950

Event Times

Set-Up Starts 2/20/19 Time 8:00 am Day of Week Wednesday
Event Starts 2/21/19 Time 7:30 pm Day of Week Thursday
Event Ends 3/4/19 Time 8:30 pm Day of Week Monday
Breakdown Ends 3/4/19 Time 9:00 pm Day of Week Monday

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City of National City

Applicant Information

Applicant (Your name) Jovania Faamaligi Sponsoring Organization N/A
Event Coordinator (if different from applicant) Nelson Quiroga
Mailing Address 7455 Arroyo Crossing Hwy. #220, Las Vegas, NV 89113
Day Phone 702-513-9767 After Hours Phone 909-708-6744 Cell 702-513-9767 Fax
Public Information Phone 877-GOTFUN-1 E-mail ngfobares@CircusVargas.com
ifaamaligi@CircusVargas.com

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant: Jovania Faamaligi Date 1/8/19

Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes ☐ No ☒

Are admission, entry, vendor or participant fees required? Yes ☒ No ☐

If YES, please explain the purpose and provide amount (s):

Circus Vargas is a for profit business and charges for tickets to see its show. Children prices range \$15-49 with adult prices \$25-59

\$ _____ Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ _____ Estimated Expenses for this event.

\$ _____ What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

Description of Event

☐ First time event ☒ Returning Event ☒ include site map with application

Note that this description may be published in our City Public Special Events Calendar:

Circus Vargas' all new 50th Anniversary show, The Greatest of Ease. Spectacular acts underneath a big top tent; acrobats, jugglers, clowns, motorcycles and much more.

Estimated Attendance

Anticipated # of Participants: 200 - 800/day Anticipated # of Spectators: 4,000

Traffic Control, Security, First Aid and Accessibility

Requesting to close street(s) to vehicular traffic? Yes ☐ No ☒

List any streets requiring closure as a result of the event (provide map): N/A

Date and time of street closure: _____ Date and time of street reopening: _____

☐ Other (explain) _____

Requesting to post "no parking" notices? Yes ☐ No ☒

☐ Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map):

N/A
☐ Other (explain) _____

Security and Crowd Control

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: On staff: 8 uniformed security personnel stationed both inside & outside of tent. Have walkie-talkies for communication between themselves & have cellphones to contact emergency services.

Have you hired Professional Security to handle security arrangements for this event?

Yes ☒ No ☐ If YES, name and address of Security Organization in-house

Security Director (Name): Vittorio Arata Phone: 702-785-8010

If using the services of a professional security firm AND the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as an additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the City's Risk Manager for review and approval prior to the event.

Is this a night event? Yes ☒ No ☐ If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: _____

We have day shows too.



add insurance info.

First Aid

Depending on the number of participants, your event may require specific First Aid services.

First aid station to be staffed by event staff? Yes ☒ No ☐ First aid/CPR certified? Yes ☐ No ☐

☐ First aid station to be staffed by professional company. ▶ Company _____

First Aid Kit
available at circus
Box office.

Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

We have low countertops & windows at ticket booth
& concession stands, as well as first and ground
level seating.

Elements of your Event

Setting up a stage? Yes ☐ No ☒

☐ Requesting City's PA system

☐ Requesting City Stage; if yes, which size? ☐ Dimensions (13x28) ☐ Dimensions (20x28)

☒ Applicant providing own stage ▶ 33' x 33' (Dimensions)

center ring is
flat on ground;
no building necessary.

Setting up canopies or tents?

1 # of canopies size 158' x 158'
1 # of tents size 33' x 56'

☐ No canopies/tents being set up

Setting up tables and chairs?

☐ Furnished by Applicant or Contractor

112 # of tables ☒ No tables being set up

112 # of chairs ☐ No chairs being set up

☐ (For City Use Only) Sponsored Events – Does not apply to co-sponsored events

_____ # of tables ☐ No tables being set up

_____ # of chairs ☐ No chairs being set up

Contractor Name Talares Entertainment, Inc. (we do our own set-up.)

Contractor Contact Information 7455 Arroyo Crossing Pkwy. #220 Las Vegas, NV 89113
Address City/State Phone Number

702-583-9767
Nelson Quiroga

Setting up other equipment?

☐ Sporting Equipment (explain) _____

☐ Other (explain) _____

☒ Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes ☒ No ☐

☒ PA System for announcements ☒ CD player or DJ music

☐ Live Music ▶ ☐ Small 4-5 piece live band ▶ ☐ Large 6+ piece live band

☐ Other (explain) _____

If using live music or a DJ. ▶ Contractor Name _____

▶ _____
Address City/State Phone Number

Using lighting equipment at your event? Yes ☒ No ☐

☒ Bringing in own lighting equipment

☐ Using professional lighting company ▶ Company Name _____

Address City/State Phone Number

Using electrical power? Yes ☒ No ☐

☐ Using on-site electricity ☐ For sound and/or lighting ☐ For food and/or refrigeration

☒ Bringing in generator(s) ☒ For sound and/or lighting ☒ For food and/or refrigeration

Vendor Information

PLEASE NOTE: You may be required to apply for a temporary health permit if food or beverages are sold or given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

Having food and non-alcoholic beverages at your event? Yes ☒ No ☐

☒ Vendors preparing food on-site ▶ # 3 ▶ Business License # in-house

If yes, please describe how food will be served and/or prepared: popcorn popper,
hot dog steamer, nacho warmer

If you intend to cook food in the event area please specify the method:

☐ GAS ☒ ELECTRIC ☐ CHARCOAL ☐ OTHER (Specify): _____

☐ Vendors bringing pre-packaged food ▶ # _____ ▶ Business License # _____

☒ Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ▶ # 3 in-house

☒ Vendors selling food # 3 (in-house) ▶ Business License #(s) in-house

☒ Vendors selling merchandise # 3 ▶ Business License #(s) in-house

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City of National City

☒ Food/beverages to be handled by organization; no outside vendors

☐ Vendors selling services # _____ ▶ Business License #(s) _____

▶ Explain services _____

☐ Vendors passing out information only (no business license needed) # _____

▶ Explain type(s) of information _____

☒ No selling or informational vendors at event

Having children activities? Yes ☒ No ☐

*just interactive preshow
where kids learn magic tricks
& juggling*

PLEASE NOTE: In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. There is a \$25 fee to process the permit application. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

☐ Inflatable bouncer house # _____ ☐ Rock climbing wall Height _____

☐ Inflatable bouncer slide # _____ ☐ Arts & crafts (i.e., craft making, face painting, etc.)

☒ ~~Carnival Games~~
☐ Other _____

Having fireworks or aerial display? Yes ☐ No ☒

☐ Vendor name and license # _____

Dimensions _____ Duration _____

Number of shells _____ Max. size _____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$502.00

Arranging for media coverage? Yes ☒ No ☐

☒ Yes, but media will not require special set-up

☐ Yes, media will require special set-up. Describe _____

Event Signage

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? Yes ☒ No ☐

☒ Yes, we will post signage # _____

Dimensions

According to City's Guidebook

☐ Yes, having inflatable signage # _____ ▶ (complete Inflatable Signage Request form)

☒ Yes, we will have banners # 2

☒ What will signs/banners say? Circus Vargas, Plaza Bonita, 2/21-3/4

☒ How will signs/banners be anchored or mounted? 2

☒ location banners / signage

TBD - must ask local businesses

Waste Management

PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? Yes ☒ No ☐

If yes, please identify the following:

▶ Total number of portable toilets: 6

▶ Total number of ADA accessible portable toilets: 2

☒ Contracting with portable toilet vendor. ▶

United Site Svc 800-864-5387

▶ Load-in Day & Time 2/31 8:00 am

Company

Phone

▶ Load-out Day & Time 3/5 before 10 am

☒ Portable toilets to be serviced. ▶ Time as needed (typically every other day)

Set-up, Breakdown, Clean-up

Setting up the day before the event?

☒ Yes, will set up the day before the event.

▶ # of set-up day(s) 2

☐ No, set-up will occur on the event day

Requesting vehicle access onto the turf?

☐ Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

☒ No, vehicles will load/unload from nearby street or parking lot.

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City of National City

NPDES-Litter Fence

- ☐ City to install litter fence
- ☐ Applicant to install litter fence
- ☒ N/A

Breaking down set-up the day after the event?

- ☒ Yes, breakdown will be the day after ^{same last} the event. ► # of breakdown day(s) 1 day
- ☐ No, breakdown will occur on the event day.

How are you handling clean-up?

- ☐ Using City crews
- ☐ Using volunteer clean-up crew during and after event.
- ☒ Using professional cleaning company during and after event.

Miscellaneous

Please list anything important about your event not already asked on this application:

**Please make a copy of this application for your records.
We do not provide copies.**



Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event:	<u>Circus Vargas</u>		
Event Address:	<u>3030 Plaza Bonita Rd.</u>	Expected # of Attendees:	<u>200-800/day</u>
Event Host/Coordinator:	<u>National City, CA 94140</u>	Phone Number:	<u>702-513-9767</u>
<u>Nelson Quiroga</u>			

II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: <u>1 roll off for circus personnel</u> <u>9 trash cans around event for public</u>	<input checked="" type="checkbox"/>		
Will enough recycling bins provided for the event? Provide number of recycle bins: <u>4</u>	<input checked="" type="checkbox"/>		
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)	<input checked="" type="checkbox"/>		
Do all storm drains have screens to temporarily protect trash and debris from entering?			<input checked="" type="checkbox"/>
Are spill cleanup kits readily available at designated spots?	<input checked="" type="checkbox"/>		

* A Post-Event Storm Water Compliance Checklist will be completed by City Staff.



City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City
Risk Management Department
1243 National City Boulevard
National City, CA 91950

Organization: Tabares Entertainment, Inc. dba Circus Vargas

Person in Charge of Activity: Nelson Quiroga

Address: 7455 Arroyo Crossing Pkwy, #220 Las Vegas, NV 89113

Telephone: 702-513-~~1677~~ 9767 Date(s) of Use: 2/21 - 3/4/19

HOLD HARMLESS AGREEMENT

(2/19 - 3/5 with setup + tear down)

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorneys fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant: *[Signature]*

Official Title: Mktg. Dir. + Location Liaison Date: 1/8/19

For Office Use Only

Certificate of Insurance Approved _____ Date _____



Circus Vargas 2019 Event Packet San Diego (Westfield Plaza Bonita, National City)

Dates: Showtimes and Set-Up Schedule

Location:	Revised Requested Dates:
Westfield Plaza Bonita 3030 Plaza Bonita Rd. National City, CA 91950 T 619.267.2850	February 19, 2019 through March 4, 2019 —2 Set Up Days —11 Performing Days

Day	Date	Schedule Notation	Showtimes
Tuesday	Feb 19 th	Will enter property at 1:00 a.m.	No Performance
Wednesday	Feb 20 th	Setup Day	No Performance
Thursday	Feb 21 st	Opening Night	7:30 p.m.
Friday	Feb 22 nd		4:30 & 7:30 p.m.
Saturday	Feb 23 rd		1:00, 4:00 & 7:30 p.m.
Sunday	Feb 24 th		12:30, 3:30 & 6:30 p.m.
Monday	Feb 25 th		7:00 p.m.
Tuesday	Feb 26 th		No Performance
Wednesday	Feb 27 th		7:00 p.m.
Thursday	Feb 28 th		7:00 p.m.
Friday	March 1 st		4:30 & 7:30 p.m.
Saturday	March 2 nd		1:00, 4:00 & 7:30 p.m.
Sunday	March 3 rd		12:30, 3:30 & 6:30 p.m.
Monday	March 4 th	Teardown of the circus will begin after the show.	6:30 p.m.

Tabares Entertainment, Inc. 7455 Arroyo Crossing Pkwy. Suite 220 Las Vegas, NV 89113

Nelson R Quiroga - Phone: 702-513-9767 E-Mail: NQuiroga@Circusvargas.com

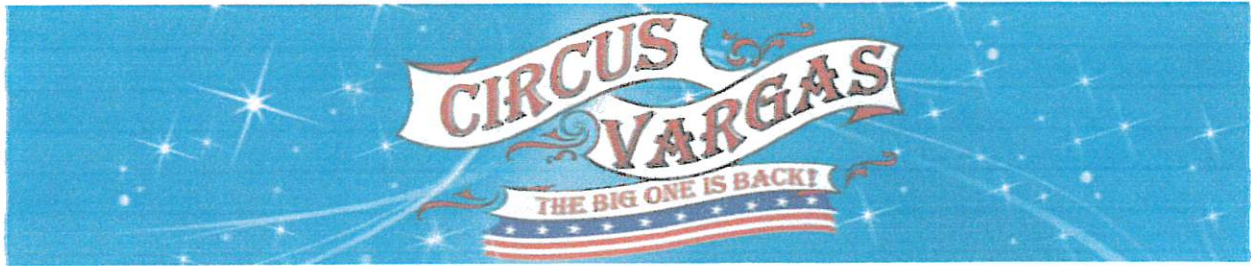
Katya Quiroga - Phone: 702-466-4873 E-Mail: kQuiroga@Circusvargas.com

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City of National City

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Circus Vargas 2019 Event Packet
San Diego (Westfield Plaza Bonita, National City)

Tuesday	March 5 th	<ul style="list-style-type: none">- Circus will vacate property before 8:00 a.m.- Cleanup crew will finish cleaning the lot around 12:00 noon- All rented equipment, e.g., restrooms, fencing and dumpster, will be picked up before 12:00 noon	
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Circus Vargas 2019 Event Packet San Diego (Westfield Plaza Bonita, National City)

Show Info:

LENGTH OF SHOW: Approximately one and one-half hours

EXPEXED ATTENDANCE: 300 – 500 per show

SEATING CAPACITY OF TENT: 1,250

NO GAME OF CHANCE

NO MECHANICAL RIDES

NO PERFORMING ANIMALS

NO PYRO OR OPEN FLAME ARE USED DURING THE SHOW

NO ALCOHOL IS SOLD OR SERVED

NO OUTSIDE CONTRACTED VENDORS

Circus Management provides in-house security guards. Managements carries radios and cell phone in case of 911 Emergency.

Circus Vargas is completely self-contained. The show has a two generator system with an emergency battery backup. If the main generator shuts down, the backup generator will be turn on but all emergency lighting will remain running with the battery backup system.

A source of water is usually provided to the Circus by the venue on which the Circus conducts business, if not the Circus will rent a Water meter from the city.

Circus Vargas rents porta-potties from a local sanitation companies.

Circus Vargas is a family show and attracts primarily families, in-house security is normally sufficient to provide appropriate crowd control. The security use radios to communicate with each other and can use cell phones to contact local law enforcement if the need exists.



Circus Vargas 2019 Event Packet San Diego (Westfield Plaza Bonita, National City)

Circus Vargas Cleanup & Recycling Plan

Circus Vargas does not hire or contact with outside vendors or temporary workers. All staffing will be with workers that travel with the show. The staff is currently trained on proper sanitary and clean-up procedures. There is a staff of 25 people and while some people are working throughout the day, all of them are present from one hour before the first show of the day until after the show is over and clean-up is completed.

Since the nature of a circus limits the areas in which the public travels, the major portion of the clean up will be in a limited area. Plus, there are a very limited amount of food items sold.

Staff continuously cleans up the entrance area throughout the time the show is open to the public so trash does not remain on the ground. Trash is cleaned up after each performance inside the tent. And, once each day, trash will be picked up in the parking area, which is expected to be minimal since most people consume items early in the show and are unlikely to bring trash back to their car.

A trash dumpster will be contracted for placement on the grounds. Several trash cans are available for public use in the circus entrance area. We will also have bins in which people can put recyclable items. However, due to the nature of our operation, most people buy their food products and take them immediately into the tent where they sit down. They normally let their trash fall through the bleachers, where we clean it up after each show.

Since soda's and water are served in plastic bottles and cans, our staff will put those, along with appropriate paper products into the recycle bins and transport them to an appropriate recycling facility or make arrangements with the dumpster company for their removal.

I hope that I have provided you with all the information needed to approve this plan. If you have any questions please call me at 281-570-5758 and I will be happy to assist you.



Circus Vargas 2019 Event Packet San Diego (Westfield Plaza Bonita, National City)

Circus Vargas Security Plan

Since Circus Vargas is a family show and attracts primarily families, in-house security has been sufficient to provide appropriate crowd control. Since there is nothing to see other than the show itself, there are no people just loitering in the area. Crowds come at show time, enter the enclosed midway area and take their seats. After the show there is nothing else to see so they exit to their cars.

Many of the things that attract or encourage trouble or the necessity for police intervention will not be present at Circus Vargas. Alcohol will not be sold or served and there are no games of chance or mechanical rides. While a carnival attracts ages 12-22, a prime age for those who cause trouble, Circus Vargas primarily attracts children of elementary school ages or younger along with their parents and grandparents.

Circus Vargas has its own security team consisting 8 uniformed (unarmed) security personnel (includes one head of security). The uniforms consist of matching Circus Vargas shirts and pants. This low key approach to security maintains the atmosphere of family fun. If requested, the security team can wear uniforms that identify them as security.

All security will be scheduled one hour before each performance and stay Thirty minutes after the performance. Security personal will be stationed both inside and outside the tent as well as next to the ticket booth.

Security Personnel will have access to walkie-talkies for communications between themselves in addition to cell phones that can be used to call additional personnel as well as local police or fire, if it becomes necessary.

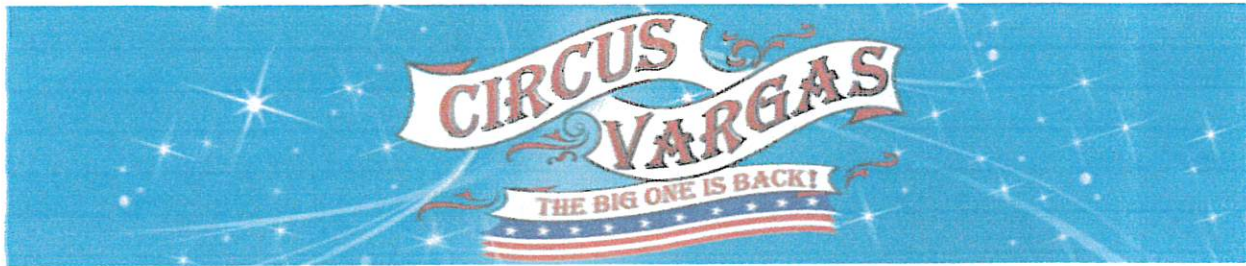
In addition to the security officers, a closed circuit video security system monitors the inside of the ticket booth, where money is handled, as well as the midway area and the area in front of the ticket booth. This video system is attached to a recording device that can be used to have a record of events.

Further, the layout of the Circus Vargas tent has more exists than are required by California State Codes and the total number of feet on those exists also exceeds state requirements.

Tabares Entertainment, Inc. 7455 Arroyo Crossing Pkwy. Suite 220 Las Vegas, NV 89113

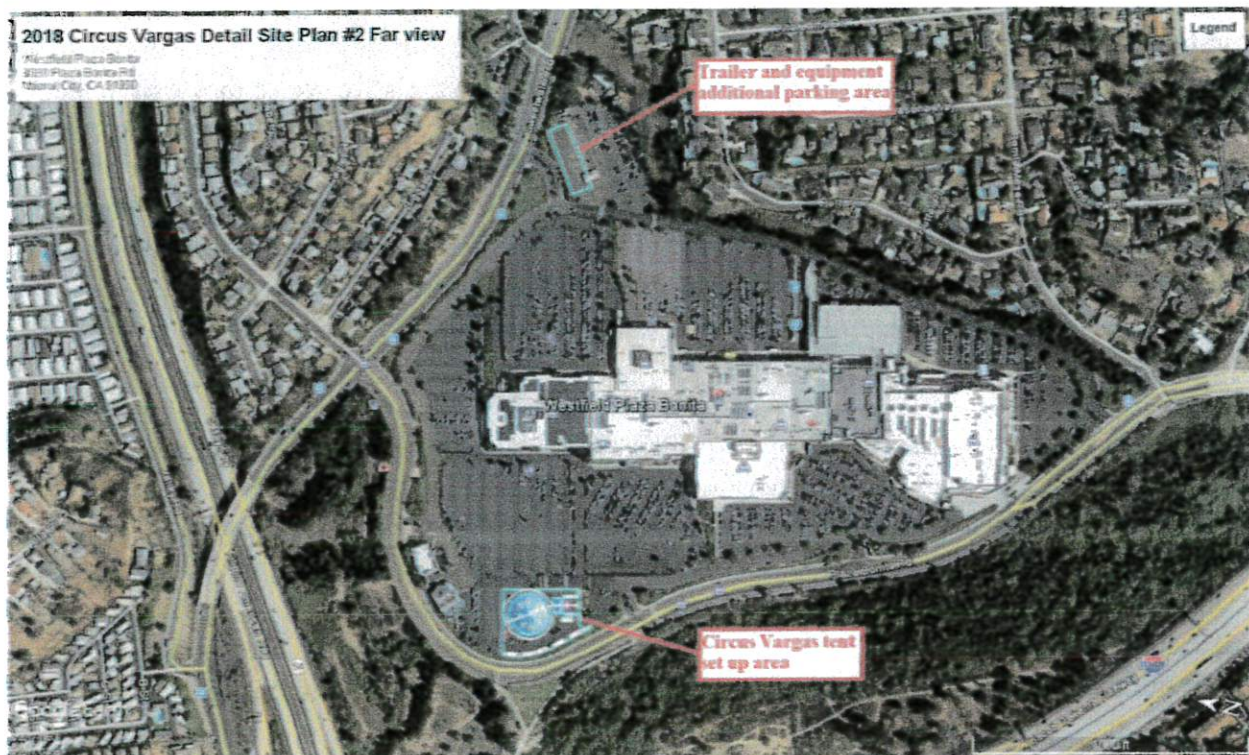
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Katya Quiroga – Phone: 702-466-4873 E-Mail: kQuiroga@Circusvargas.com



Circus Vargas 2019 Event Packet
San Diego (Westfield Plaza Bonita, National City)

Detail Lot Plan far view in 2019

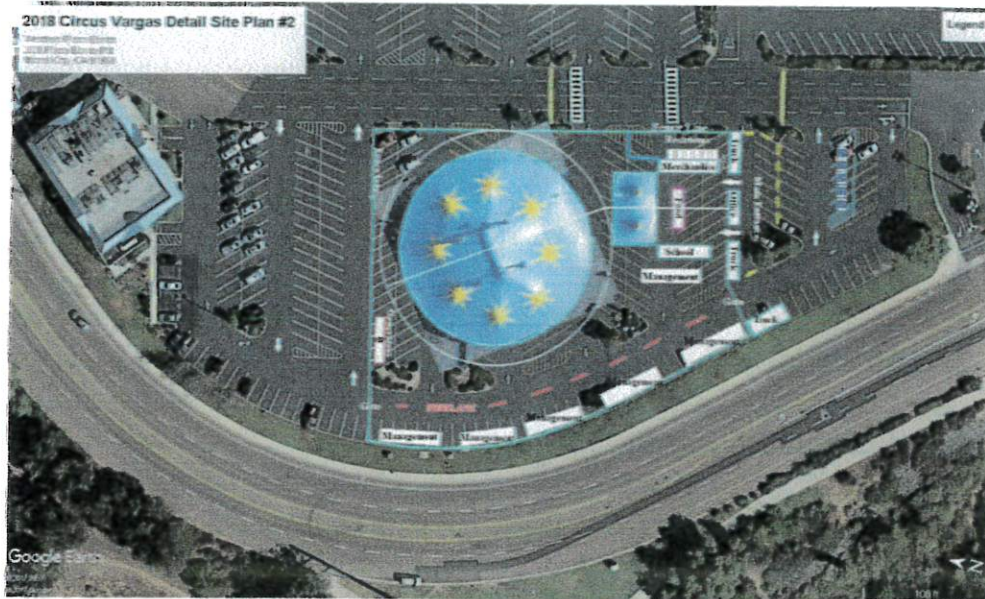


Tabares Entertainment, Inc. 7455 Arroyo Crossing Pkwy. Suite 220 Las Vegas, NV 89113
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Katya Quiroga - Phone: 702-466-4873 E-Mail: kqtabares@Circusvargas.com



Circus Vargas 2019 Event Packet San Diego (Westfield Plaza Bonita, National City)

Detail Site Lot Plan View



Aerial Photo from 2018 Event



Tabares Entertainment, Inc. 7455 Arroyo Crossing Pkwy. Suite 220 Las Vegas, NV 89113
 Nelson R Quiroga - Phone: 702-513-9767 E-Mail: NQuiroga@Circusvargas.com
 Katya Quiroga - Phone: 702-466-4873 E-Mail: katyabares@circusvargas.com



Circus Vargas 2019 Event Packet San Diego (Westfield Plaza Bonita, National City)

ADA

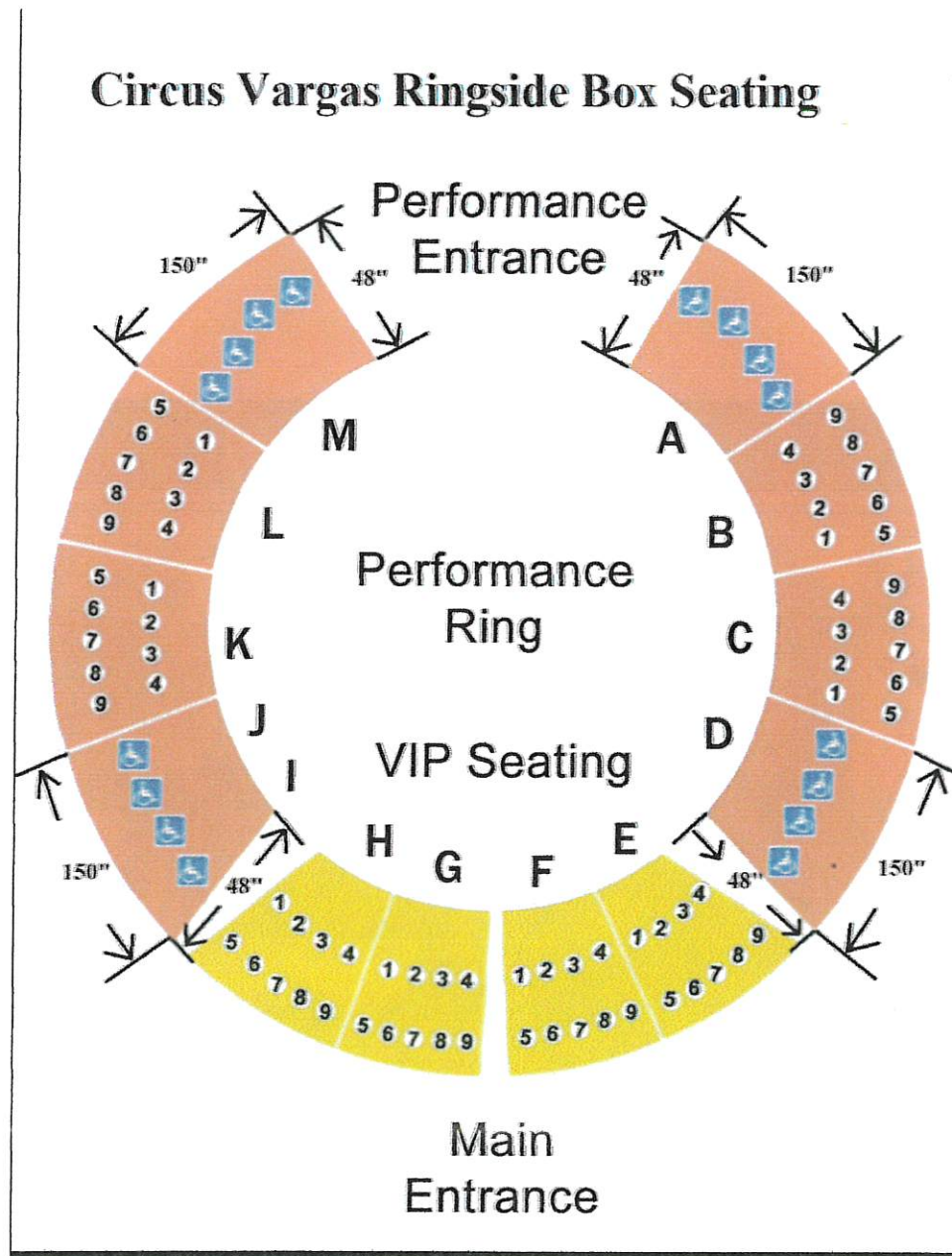


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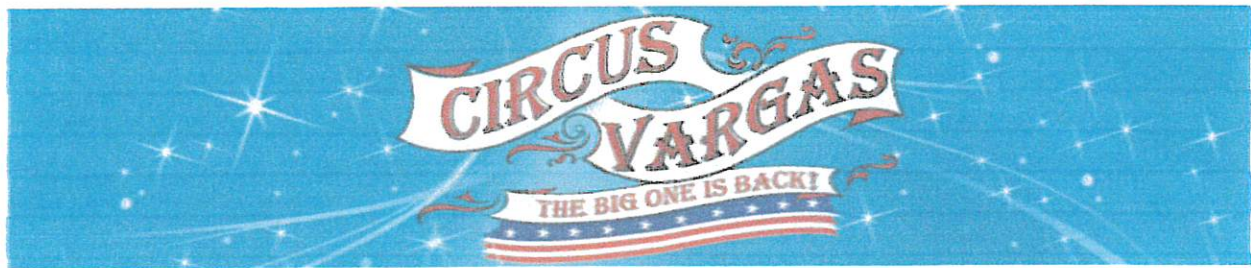


Circus Vargas 2019 Event Packet **San Diego (Westfield Plaza Bonita, National City)**

ADA Seating Floor level



Tabares Entertainment, Inc. 7455 Arroyo Crossing Pkwy. Suite 220 Las Vegas, NV 89113
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 Katya Quiroga - Phone: 702-466-4873 E-Mail: katabares@circusvargas.com



Circus Vargas 2019 Event Packet San Diego (Westfield Plaza Bonita, National City)

Hearing Listening Devices



Circus Vargas is equipped with 4 Hearing Listing Devices. These devices are transmitting through a wireless FM Receiver. These are available at the box office upon request.

Tabares Entertainment, Inc. 7455 Arroyo Crossing Pkwy. Suite 220 Las Vegas, NV 89113
 Nelson R Quiroga - Phone: 702-513-9767 E-Mail: NQuiroga@Circusvargas.com
 Katya Quiroga - Phone: 702-466-4873 E-Mail: katyabares@circusvargas.com



Circus Vargas 2019 Event Packet San Diego (Westfield Plaza Bonita, National City)

EO3 Specifications

Overall System Performance:

Frequency response: 100 Hz - 10KHz \pm 3 dB

Signal-to-noise ratio: 60 dB

Total Harmonic Distortion: < 0.5%

RF Carrier Frequencies: Eight factory preset channels between 72-76 MHz ,Channel AA: 72.1, BB: 72.3, CC: 72.5, DD: 72.7 ,EE: 72.9, FF: 75.5, GG: 75.7, HH: 75.9

Frequency stability: Better than .005%

Modulation: FM \pm 75 KHz

Operating range: Up to 300 feet line-of-sight

EO3-T Transmitter

Line Input: Connector: One $\frac{1}{4}$ " phone jack , Impedance: 100 K Ohms, unbalanced.

Mic Input: Connector: One $\frac{1}{4}$ " phone jack

Impedance: low impedance, unbalanced, with 9 VDC at 1 mA for condenser mic.

Power Output: 80,000 μ V @ 3 meters

Controls: Power On/Off, audio input gain adjust

Indicators: Power On LED, Audio Modulation "TX" LED

Antenna: Permanently mounted telescoping whip

Power requirement: 9 VDC regulated, @ 200 mA, AC-EO3 adapter provided

Dimensions: 1.25" H, 8.25" W, 4.25" D (3.175 x 20.9 x 10.8 cm)

Weight: 18.2 oz. (500 g.)

EO3-r Receiver

Controls: Combination volume/on-off wheel

Audio Output: 100 MW max into 16 Ohms

Connectors: 3.5 mm mini jack for earbuds output

Earphones: Binaural EB-3 earbuds with optional-use EMI soft rubber inserts

Antenna: Integral with earbud cord

Indicators: LED power on indicator

Sensitivity: 2 μ V for 12 dB Sinad with squelch defeated, Squelches at 10 μ V for min. 50 dB S-N ratio

Mute Threshold: 8-10 μ V

Power requirement: 9V carbon zinc or alkaline battery

Battery life: 17-20 hours with alkaline battery; 10-12 hours with carbon zinc battery

Dimensions: 3.35" H, 2.75" W, .75" D (8.5 x 6.5 x 2.25 cm)

Weight: 2.65 oz. without battery (73 g)

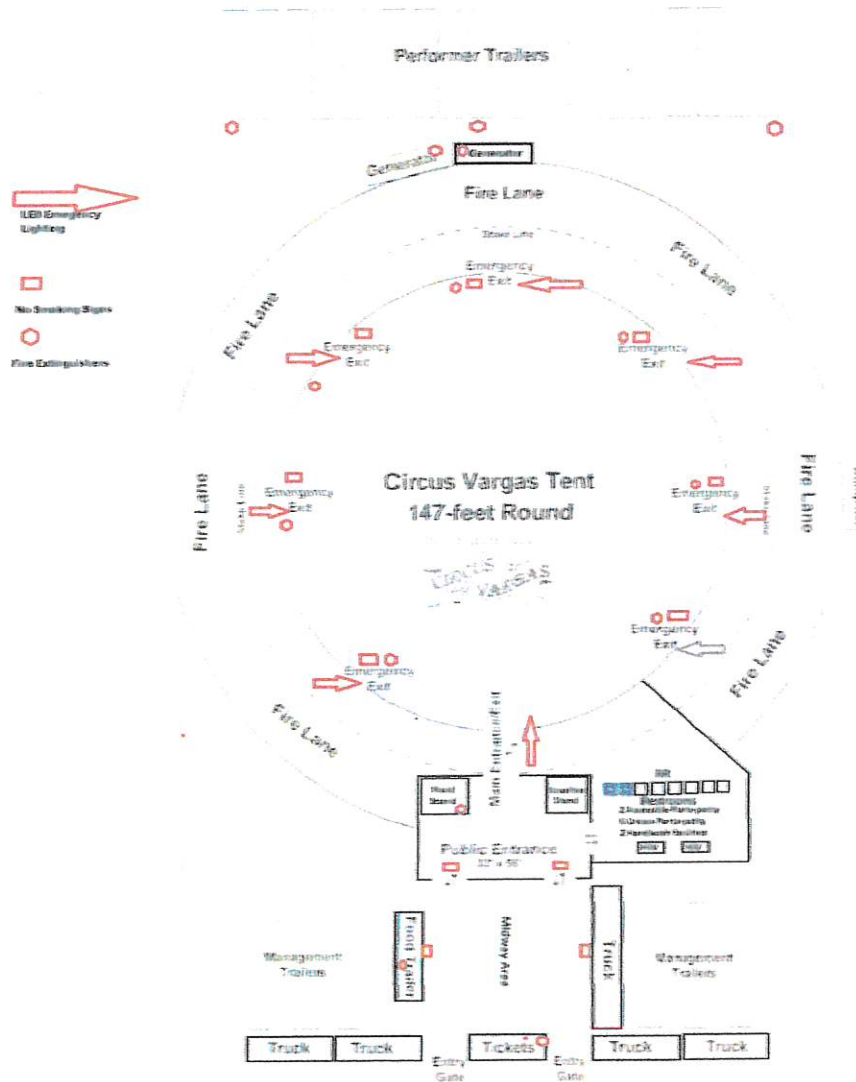
Tabares Entertainment, Inc. 7455 Arroyo Crossing Pkwy. Suite 220 Las Vegas, NV 89113

Nelson R Quiroga - Phone: 702-513-9767 E-Mail: Nqtabares@Circusvargas.com

Katya Quiroga - Phone: 702-466-4873 E-Mail: kqtabares@circusvargas.com



Circus Vargas 2019 Event Packet San Diego (Westfield Plaza Bonita, National City) **Fire Information**



CIRCUS VARGAS GENERIC LOT LAYOUT

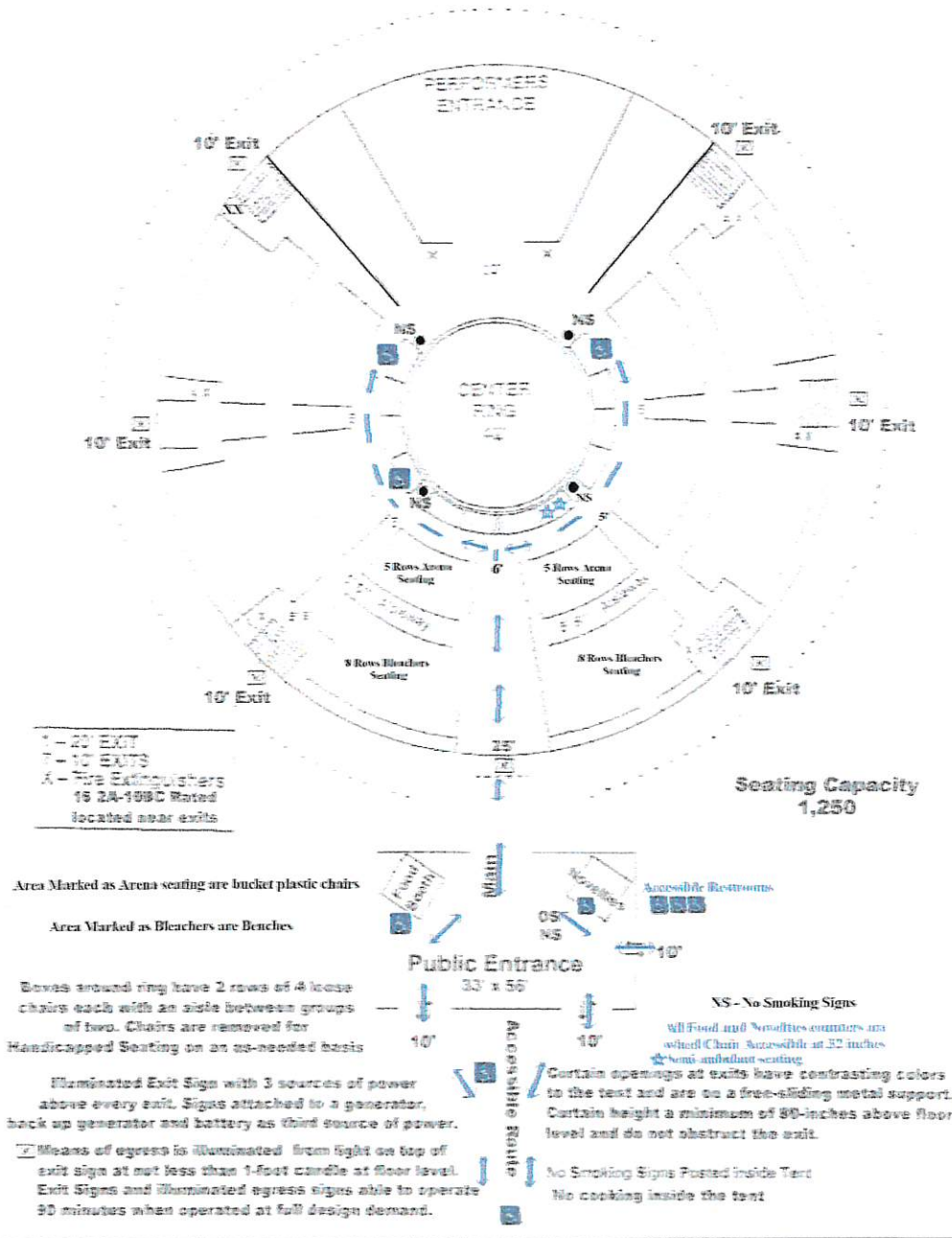
Specific layout may be modified for the location where the show is set up. This sheet is provided to show the entire operation and approximate location of items to be set up.
Water is obtained from a local Hydrant and all used water (J) is held in tanks until pumped by a local company.

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Circus Vargas 2019 Event Packet San Diego (Westfield Plaza Bonita, National City)

ACCESSIBILITY SHEET

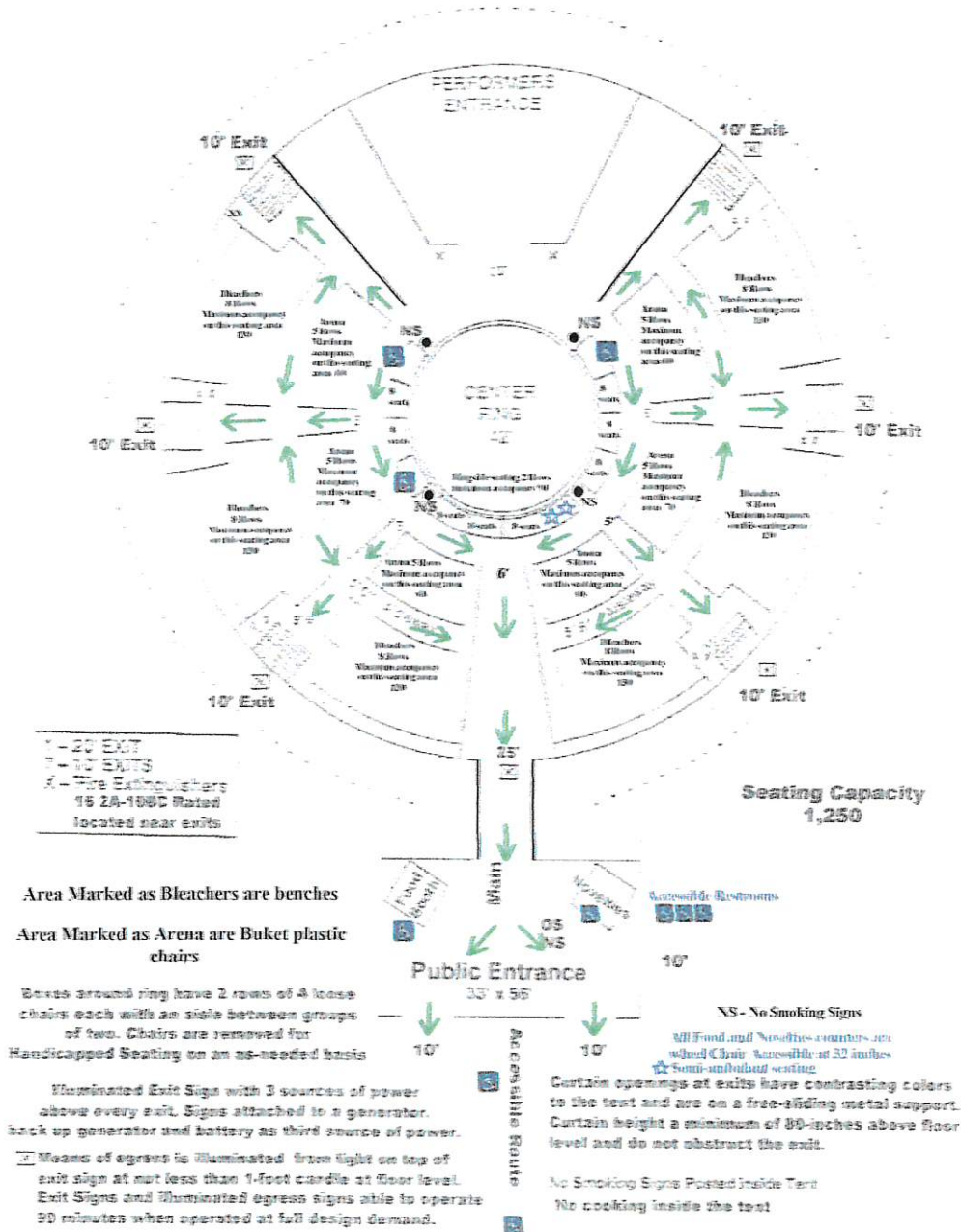


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Circus Vargas 2019 Event Packet San Diego (Westfield Plaza Bonita, National City)

EGRESS PLAN

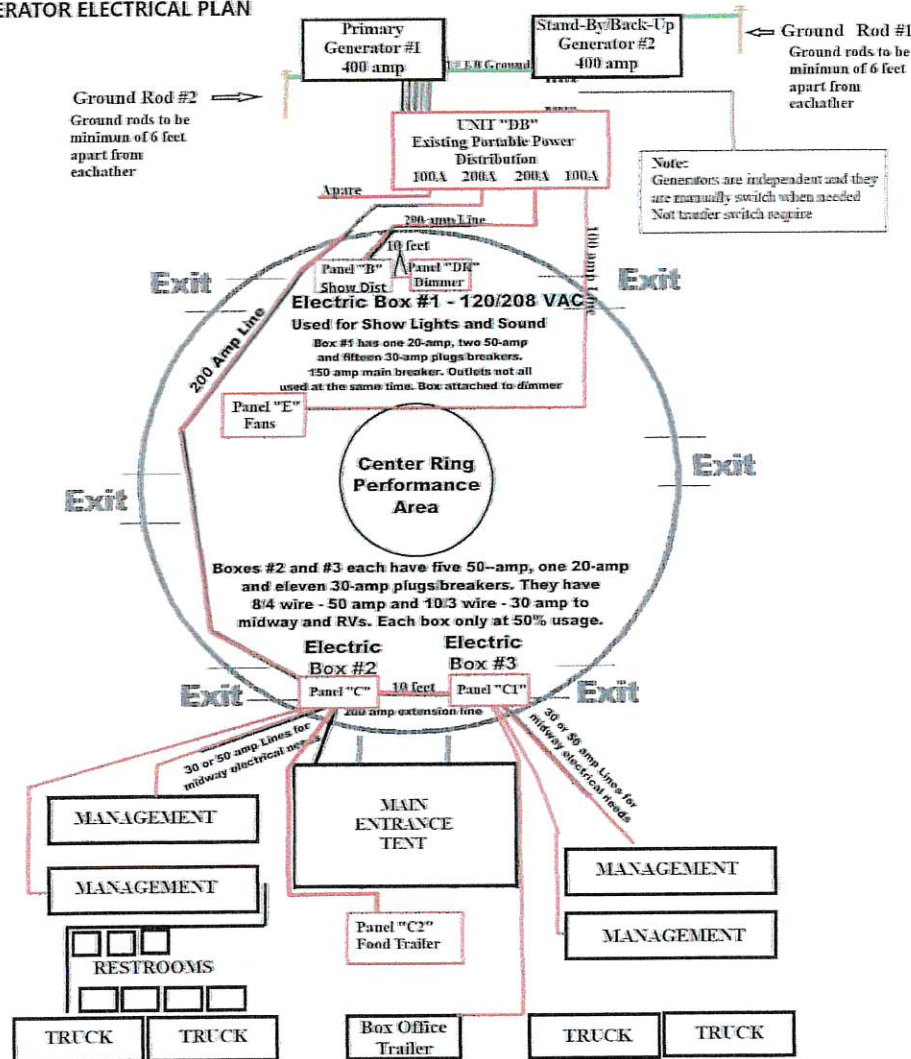


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Circus Vargas 2019 Event Packet San Diego (Westfield Plaza Bonita, National City)

CIRCUS VARGAS POWER AND GENERATOR ELECTRICAL PLAN



Circus Vargas Generic Electrical Layout

Specific layout may be modified for the location where the show is set up. This sheet is provided to show the entire operation and approximate locations of electrical system to be set up.

Each Box is a Breaker Box with Receptacles. With a full draw of electricity, generator #1 operates at 50% of capacity and generator #2 operates at 75% of capacity



Circus Vargas 2019 Event Packet San Diego (Westfield Plaza Bonita, National City)

Crowd Management Training:

Circus Vargas has 5 Managers on tour that are trained and Certified in Crowd Management Training by the National Association of State Fire Marshals. Circus Vargas average attendance per show is approximately 500 patrons.

Certified Crowd Control Manager





**Circus Vargas 2019 Event Packet
San Diego (Westfield Plaza Bonita, National City)**

Certified Crowd Control Manager



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San Diego (Westfield Plaza Bonita, National City)**

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**Circus Vargas 2019 Event Packet
San Diego (Westfield Plaza Bonita, National City)**

Certified Crowd Control Manager





**Circus Vargas 2019 Event Packet
San Diego (Westfield Plaza Bonita, National City)**

Certified Crowd Control Manager



**CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
RECOMMENDATIONS AND CONDITIONS**

SPONSORING ORGANIZATION: **Circus Vargas**

EVENT: **Circus Vargas**

DATE OF EVENT: **February 21, 2019 thru March 4, 2019**

APPROVALS:

DEVELOPMENT SERVICES	YES [x]	NO []	SEE CONDITIONS []
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO []	SEE CONDITIONS [x]
FINANCE	YES [x]	NO []	SEE CONDITIONS [x]
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
POLICE	YES [x]	NO []	SEE CONDITIONS [x]
CITY ATTORNEY	YES [x]	NO []	SEE CONDITIONS [x]
COMMUNITY SERVICES	YES [x]	NO []	SEE CONDITIONS []
NEIGHBORHOOD SERVICES	YES [x]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

DEVELOPMENT SERVICES (619) 336-4318

No comments

CITY ATTORNEY

Approved on condition that Risk Manager approves.

COMMUNITY SERVICES

No involvement

NEIGHBORHOOD SERVICES

Neighborhood Notifications – Events are required to notify residents and/or businesses of the surrounding impacted areas by the event. The notice shall include the name of the event, name and phone number of the company/organization producing the event, the dates and times of the event (including set-up and breakdown) and a detailed description of how the residents and/or businesses may be affected, such as by street closures, “No Parking” signs being posted, music at the event, etc.

POLICE DEPARTMENT

The police department requests that representatives of Circus Vargas work with Plaza Bonita security and management to manage vehicle and pedestrian traffic as well as parking issues that can arise.

FINANCE

Circus Vargas needs to renew the business license.

RISK MANAGER (619) 336-4370

Risk Management has reviewed the above captioned application for the issuance of a Temporary Use Permit. In as much as the event will held solely on private property there will be no additional insurance requirements necessary for the issuance of the permit.

It should be noted that the Hold Harmless and Indemnification Agreement were properly executed by the applicant at the time the Special Event Application was submitted.

PUBLIC WORKS (619)366-4580

Facilities Division

No involvement

Streets Division

Put up & take down banners on NCB = \$400.00

Parks Division

No involvement

FIRE (619) 336-4550

INSPECTION REQUIRED

Total fee amount for all Fire Department permits is, (\$791.00) dollars. Tents \$600, Places of Assembly \$191. Fees can only be waived by City Council.

Stipulations required by the Fire Department for this event are as follows:

- 1) Access to the Circus Vargas to be maintained at all times.
- 2) Fire Department access into and through the booth areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 14 feet.
- 3) Exit signs shall be provided at all required exits. Exit signs shall be green in color (National City Municipal Code) and either self-illuminating or electrical with a 90 minute back-up power.
- 4) Fire Hydrants shall not be blocked or obstructed.
- 5) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s).
- 6) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s).

- 7) If tents or canopies are used, tents having an area in excess of 200 square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an approved California State Fire Marshal seal attached. A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. **Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking.** Fees can only be waived by the City Council.

Canopies:

0 – 400 sf -	\$0
401 – 500 sf -	\$250.00
501 – 600 sf -	\$300.00
601 – 700 sf -	\$400.00

Tents:

0 –200 sf -	\$200.00
201 – (+) sf -	\$400.00

- 8) Concession stands utilized for cooking shall have a minimum of 10 feet of clearance on two sides and shall not be located within 10 feet of amusement rides or devices.
- 9) All cooking booths or areas to have one 2A:10BC. If grease or oil is used in cooking a 40:BC or class "K" fire extinguisher will be required. All fire extinguishers to have a current State Fire Marshal Tag attached.
- 10) Fire extinguishers to be mounted in a visible location between 3½'to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance. **All fire extinguisher to have a current State Fire Marshal Tag attached.**
- 11) Emergency generators and standby power systems shall be installed, tested, and maintained in accordance with NFPA 110 and NFPA 101, Standard for Emergency and Standby Power Systems.
- 12) A fire safety inspection is to be conducted by the Fire Department prior to operations of the carnival to include all rides, cooking areas, game booths, etc.

Required inspections taking place, after hours, holidays, and weekends will be assessed a minimum of two hundred (\$200.00) dollars. Fee is to be paid to the Fire Department Administration offices under separate permit. **Fee is to be paid prior to event.**

- 13) No smoking signs to be posted.
- 14) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only.
- 15) Fees can only be waived by City Council.
- 16) There shall be trained Crowd Managers or crowd manager/supervisors at a ratio of one crowd manager/supervisors for every 250 occupants, as approved in addition to the security. Please provide the current Crowd Manager certification to NCFD prior to the event (the ones provided are expired).

Fees can only be waived by City Council

The following page(s) contain the backup material for Agenda Item: [Warrant Register #25 for the period of 12/12/18 through 12/18/18 in the amount of \\$3,654.318.83.](#)
[\(Finance\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 05, 2019

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #25 for the period of 12/12/18 through 12/18/18 in the amount of \$3,654.318.83.
(Finance)

PREPARED BY: Karla Apalategui, Accounting Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

EXPLANATION:

APPROVED BY: 

Per Government Section Code 37208, attached are the warrants issued for the period of 12/12/18 through 12/18/18.

Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
A Preman Roofing	340008	300,000.00	City Hall Roof Replacement
County of San Diego	340036	266,398.08	Sweetwater River Maint.
Dept. of Ind Relations	340044	62,128.23	Assessment for fy 2018 & 2019/Risk
EsGil Corporation	340049	51,997.61	Plan Review Svcs Sep 2018 – Fire
Haaker Equipment Co	340060	180,109.58	Pothole Patch Truck
Health Net Inc	340066	82,466.49	Group R1192A November 2018
Health Net Inc	340067	82,046.40	Group R1192A December 2018
Project Professional Corp	340097	111,786.43	1430 Hoover Ave. Project
Eagle Paving Company	340149	93,821.40	Citywide Pedestrian Midblock
DBX Inc	340155	406,194.69	Fiber Optic Traffic Sig Int Project
Adminsire Inc	674505	54,966.24	W/C Acct Replenishment Nov 2018

FINANCIAL STATEMENT:

APPROVED: 

FINANCE

ACCOUNT NO.

APPROVED: _____

MIS

Warrant total \$3,654.318.83.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$3,654.318.83

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 25



WARRANT REGISTER # 25
12/18/2018

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
BLAZENSKI, M	COORDINATE AUDIT OF FINANCIAL RECORDS	339994	12/18/18	4,987.50
DUSTIN PARKER	CAMERA OPERATION / STATE OF THE CITY	339995	12/18/18	1,120.00
GOVERNMENT FINANCE	FY2018 COMPREHENSIVE FINANCIAL REPORT	339997	12/18/18	580.00
GOVERNMENT FINANCE	FY2017 POPULAR ANNUAL FINANCIAL REPORT	339998	12/18/18	225.00
GRAINGER	MOP 65179. SUPPLIES FOR FACILITIES	339999	12/18/18	299.49
MUNISERVICES LLC	STATISTICAL REPORT FOR CAFR / FINANCE	340001	12/18/18	500.00
SWEETWATER HIGH	PARTICIPATION / STATE OF THE CITY ADDRESS	340002	12/18/18	250.00
U S BANK	GOVT PURPOSE/SUBSCRIPTIONS/TRAININGS	340003	12/18/18	985.96
WELLS FARGO BANKS	BANK PROCESSING CHARGES / SEC 8	340004	12/18/18	288.17
WEST PAYMENT CENTER	BOOKS / CITY ATTORNEY'S OFFICE	340005	12/18/18	408.93
1-800 RADIATOR & A/C	PARTS FOR TREE TRIMMER TRUCK	340006	12/18/18	1,283.25
A REASON TO SURVIVE	HANGING OF SCULPTURE	340007	12/18/18	3,000.00
A. PREMAN ROOFING	CITY HALL ROOF REPLC.	340008	12/18/18	300,000.00
ABLE PATROL & GUARD	SECURITY GUARD SERVICE NOV 2018	340009	12/18/18	3,014.85
ABORQUI DIGGS, K	REIMB FOR HOLIDAY SUPPLIES - COMM SVCS	340010	12/18/18	81.57
ACCESS CONTROL SECURITY INC	SECURITY SVCS FOR A KIMBALL HOLIDAY	340011	12/18/18	930.00
ACE UNIFORMS & ACCESSORIES INC	NEW HIRE GEAR / POLICE	340012	12/18/18	200.34
ACME SAFETY & SUPPLY CORP	SIGN HARDWARE	340013	12/18/18	156.61
ADMINSURE INC	AGREEMENT TO PROVIDE MONTHLY SERVICES / HR	340014	12/18/18	7,396.66
AMAZON	BOOKS / LIBRARY	340015	12/18/18	4,814.77
AMERICAN RADIO	VEHICLE CHARGER OCT 2018 - FIRE	340016	12/18/18	190.31
ASSI SECURITY INC	PROGRAM SYSTEM LABOR SERVICE	340017	12/18/18	135.00
AT&T	AT&T SBC PHONE SERVICE NOV 2018	340018	12/18/18	2,240.50
AT&T	AT&T SBC PHONE SERVICE DEC 2018	340019	12/18/18	80.23
ATC GROUP SERVICES LLC	T&A1553 REFUND BOND 10 OSBORN	340020	12/18/18	4,000.00
ATKINS NORTH AMERICA INC	ALLEY DESIGN SERVICES	340021	12/18/18	3,764.50
AUDIO ASSOCIATES	AUDIO/VIDEO EQUIPMENT / MIS	340022	12/18/18	5,070.06
BAKER & TAYLOR	BOOKS / LIBRARY	340023	12/18/18	1,429.21
BEST BEST & KRIEGER ATTN LAW	PERSONNEL MATTER	340024	12/18/18	855.00
BIBLIOTHECA LLC	ANNUAL SUPPORT & MAINTENANCE	340025	12/18/18	10,481.85
BOOT WORLD	MOP 64096 SAFETY APPAREL - PW	340026	12/18/18	244.06
BRODART CO	BOOKS / LIBRARY	340027	12/18/18	322.65
BSN SPORTS LLC	ROLL BLEACHER - COMM SVCS	340028	12/18/18	7,077.40
CAL UNIFORMS INC	UNIFORM PANTS NOV 2018 - FIRE DPT	340029	12/18/18	5,781.24
CALIFORNIA ELECTRIC SUPPLY	MOP 45698 GENERAL SUPPLIES - PW	340030	12/18/18	550.55
CASTANEDA, J	REIMB FOR TRAVEL MILEAGE	340031	12/18/18	23.99
CIRCULATE SAN DIEGO	ACTIVE TRANSPORTATION PLANNING	340032	12/18/18	10,270.00
CITY OF CHULA VISTA	ANIMAL SHELTER FEES / PD	340033	12/18/18	46,545.00
CLEAR WATER TECHNOLOGIES LLC	CITYWIDE WATER TREATMENT SERVICES	340034	12/18/18	1,150.00
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLIES - PW	340035	12/18/18	77.43
COUNTY OF SAN DIEGO	SWEETWATER RIVER MAINT.	340036	12/18/18	266,398.08
COUNTY OF SAN DIEGO	POLICE & FIRE RADIO MHZ NOV 2018	340037	12/18/18	8,578.50
COUNTY OF SAN DIEGO	MAIL PROCESSING SVCS OCT 2018	340038	12/18/18	2,012.40
COUNTYWIDE MECHANICAL	HVAC MAINTENANCE AND REPAIR FY 2019	340039	12/18/18	3,500.00
COUNTYWIDE MECHANICAL SYSTEMS	PREVENTATIVE MAINTENANCE CITYWIDE	340040	12/18/18	42,603.00
COX COMMUNICATIONS	COX DATA VIDEO SERVICES DEC 2018	340041	12/18/18	549.88
DAY WIRELESS SYSTEMS	COMMUNICATIONS EQUIP SVC - NOV 2018	340042	12/18/18	665.75



WARRANT REGISTER # 25
12/18/2018

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
DELGADO, E	REIMB FOR A KIMBALL HOLIDAY ITEMS	340043	12/18/18	362.07
DEPT OF INDUSTRIAL RELATIONS	ASSESSMENT FOR FY 2018 & 2019 / RISK	340044	12/18/18	62,128.23
DEPT OF JUSTICE	DOJ FINGERPRINTING / POLICE	340045	12/18/18	456.00
D-MAX ENGINEERING	STORM WATER SERVICES 2018-19	340046	12/18/18	39,975.21
EBSCO INFORMATION SERVICES	MAGAZINES SUBSCRIPTION / LIBRARY	340047	12/18/18	5,411.94
ENSAFE INC	2020 HOOVER AVE. PROJECT	340048	12/18/18	35,007.00
ESGIL CORPORATION	PLAN REVIEW SVCS SEP 2018 - FIRE	340049	12/18/18	51,997.61
ETIC ENVIRONMENTAL ENGINEERS	T&A#1258 10 OSBORN	340050	12/18/18	2,000.00
EXPERIAN	CREDIT CHECKS FOR EMPLOYEES / POLICE	340051	12/18/18	49.66
EXPRESS PIPE AND SUPPLY	CITY WIDE PLUMBING PARTS & MATERIALS / PW	340052	12/18/18	307.06
EXXON MOBIL	T&A#768 REFUND BOND 10 OSBORN	340053	12/18/18	2,000.00
FACTORY MOTOR PARTS	MOP 82766 AUTO SUPPLIES - PW	340054	12/18/18	61.38
FERGUSON ENTERPRISES	MOP 45723 GENERAL SUPPLIES - PW	340055	12/18/18	921.85
FLYERS ENERGY LLC	MOBIL SUPER SYNTHETIC OIL / PW	340056	12/18/18	2,004.16
FUN EXPRESS LLC	KIMBALL HOLIDAY SUPPLIES - COMM SVCS	340057	12/18/18	481.26
GRAINGER	MOP 65179 GENERAL SUPPLIES - PW	340058	12/18/18	2,535.68
GRANICUS INC	GOVMT TRANSPCY & MEETING SUITE	340059	12/18/18	1,477.35
HAAKER EQUIPMENT COMPANY	POTHOLE PATCH TRUCK	340060	12/18/18	180,109.58
HANDY METAL MART	BUTT HINGE / PD	340061	12/18/18	100.60
HARRIS & ASSOCIATES INC	T&A#90292 ALINEA TOWNHOUSES	340062	12/18/18	1,427.00
HARRIS AND ASSOCIATES	T&A 90210 - PARCEL MAP REVIEW - ENG	340063	12/18/18	8,442.00
HEALTH NET	GROUP N7177A DECEMBER 2018	340064	12/18/18	1,181.18
HEALTH NET	GROUP N7177A NOVEMBER 2018	340065	12/18/18	1,181.18
HEALTH NET INC	GROUP R1192A NOVEMBER 2018	340066	12/18/18	82,466.49
HEALTH NET INC	GROUP R1192A DECEMBER 2018	340067	12/18/18	82,046.40
HINDERLITER DE LLAMAS	CONTRACT & AUDIT SVCS - SALES TAX 2 QTR	340068	12/18/18	9,129.27
HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES - BUILDING	340069	12/18/18	334.37
INNOVATIVE CONSTRUCTION	CITYWIDE PED. MIDBLOCK C.	340070	12/18/18	4,027.00
IRON MOUNTAIN	MONTHLY MN STRG CHRGR DEC 2018	340071	12/18/18	185.40
KIMLEY HORN	HARBISON AVE.	340072	12/18/18	32,903.75
KTUA	DOWNTOWN SPECIFIC PLAN	340073	12/18/18	1,140.00
LANGUAGE LINE SERVICES	NON EMERGENCY TRANSLATION	340074	12/18/18	47.27
LASER SAVER INC	MOP 45725 BUILDING CHARGES - FIRE	340075	12/18/18	657.61
LEAGUE OF CALIFORNIA CITIES	CITY MGR/DIR OF FIN CONF FEB 2019	340076	12/18/18	775.00
LEFORTS SMALL ENGINE REPAIR	MOP 80702 AUTO SUPPLIES - PW	340077	12/18/18	373.48
LIEBERT CASSIDY WHITMORE	PERSONNEL MATTER	340078	12/18/18	352.00
LIGHTWERKS COMMUNICATION	3-PORT EXTENDER NOV 2018 - FIRE	340079	12/18/18	447.58
LOPEZ, TERESA YOLANDA	TRANSLATION SERVICES DEC 04, 2018	340080	12/18/18	160.00
MAN K9 INC	MANDATED TRAINING	340081	12/18/18	2,080.00
MASON'S SAW	MOP 45729 LANDSCAPE SUPPLIES - PW	340082	12/18/18	638.16
MIDWEST TAPE	DVDS / LIBRARY	340083	12/18/18	698.34
MOTOROLA SOLUTIONS INC	RADIOS SUPPORT SVC OCT 2018	340084	12/18/18	18,740.38
MUNICIPAL CODE CORPORATION	SUPPLEMENT 51 UPDATE 1 - NOV 2018	340085	12/18/18	414.00
MUNOZ, L	CALPELRA CONFERENCE EXP DEC 2018	340086	12/18/18	178.69
NV5 INC	WEB BASED GIS SYSTEM	340087	12/18/18	14,456.00
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES - PW	340088	12/18/18	447.48
ORKIN	CITYWIDE PEST CONTROL SVC NOV 2018	340089	12/18/18	957.00



WARRANT REGISTER # 25
12/18/2018

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PACIFIC AUTO REPAIR	SMOG CERTIFICATION FOR CITY	340090	12/18/18	125.00
PARADISE PRINTING & GRAPHICS	SCHOOL CALENDARS / POLICE	340091	12/18/18	5,937.54
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	340092	12/18/18	530.03
PEACE OFFICERS RESEARCH	PORAC DUES FOR RESERVES	340093	12/18/18	80.00
PENSKE FORD	R&M CITY VEHICLES FY 2019	340094	12/18/18	647.74
POWERSTRIDE BATTERY CO INC	MOP 67839 AUTO SUPPLIES - PW	340095	12/18/18	455.13
PRO BUILD COMPANY	MOP 45707 PAINT SUPPLIES - NSD	340096	12/18/18	295.11
PROJECT PROFESSIONALS CORP	1430 HOOVER AVE. PROJECT	340097	12/18/18	111,786.43
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	340098	12/18/18	1,096.96
RANDALL LAMB ASSOCIATES INC	ECM COMMISSIONING	340099	12/18/18	14,387.50
RELIANCE STANDARD	GROUP VAI826233 NOV 2018	340100	12/18/18	5,505.77
RELY ENVIRONMENTAL	HAZARDOUS WASTE PICK UP / ENG	340101	12/18/18	5,425.00
SAM'S ALIGNMENT	WHEEL ALIGNMENT SERVICE FOR CITY	340102	12/18/18	60.00
SAN DIEGO PET SUPPLY	MOP SD PET SUPPLY PD	340103	12/18/18	488.31
SDG&E	SDG&E UTILITIES FOR FACILITIES FY 2019	340106	12/18/18	49,115.45
SDG&E	GAS & ELECTRIC UTILITIES - PW	340107	12/18/18	31,691.90
SHARP REES STEALY MED GROUP	EMPLOYEE DMV EXAM	340108	12/18/18	110.00
SIEMENS INDUSTRY INC	CITY HALL FIRE ALARM	340109	12/18/18	33,250.00
SMART & FINAL	MOP SMART & FINAL PD	340110	12/18/18	482.56
SMART & FINAL	MOP 45756. LITERACY SUPPLIES FOR EVENTS/LIB	340111	12/18/18	68.73
SMART SOURCE OF CALIFORNIA LLC	HALLOWEEN BAGS / POLICE	340112	12/18/18	873.95
SOUTHERN CALIF TRUCK STOP	MOP 45758 GENERAL SUPPLIES - PW	340113	12/18/18	216.09
SPOK INC	METROCALL PAGING DECEMBER 2018	340114	12/18/18	1.42
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES - MIS	340115	12/18/18	2,337.84
STC TRAFFIC	T&A#90260 BAYSHORE BIKEWAYS	340116	12/18/18	7,155.00
SULLIVAN, C	EDUCATIONAL REIMBURSEMENT	340117	12/18/18	2,496.24
SUPERIOR READY MIX	ASPHALT TACK / PW	340118	12/18/18	254.73
SWAGIT PRODUCTION LLC	VIDEO STREAMING SERVICES NOV 2018	340119	12/18/18	1,920.83
SWEETWATER AUTHORITY	WATER SERVICES FOR FACILITIES FY 2019	340121	12/18/18	44,750.82
SWRCB	ANNUAL PERMIT 1243 N.C.B.	340122	12/18/18	12,259.00
TECHNOLOGY INTEGRATION GROUP	BLUE RAY WRITER	340123	12/18/18	651.42
THE LIGHTHOUSE INC	MOP 45726 AUTO SUPPLIES - PW	340124	12/18/18	322.81
TINOSA INC	FLOW TEST, MSA BA	340125	12/18/18	3,200.00
TOPECO PRODUCTS	MOP 63849 AUTO SUPPLIES - PW	340126	12/18/18	107.85
TSC GROUP INC	LEASE FOR STATION #33 - FIRE	340127	12/18/18	2,533.06
U S BANK	CREDIT CARD NOV 2018 - COMM SVCS	340128	12/18/18	889.70
U S HEALTHWORKS	PRE-EMPLOYMT PHYSICALS NOV 2018	340129	12/18/18	669.00
UNITED PARCEL SERVICE	MOP UPS PD	340130	12/18/18	7.65
UNITED ROTARY BRUSH CORP	SWEEPER REPAIRS & MAINTENANCE	340131	12/18/18	1,220.89
US BANK	FEES FOR LIBRARY WEBSITE	340132	12/18/18	106.49
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 GENERAL SUPPLIES - PW	340133	12/18/18	117.12
VASQUEZ, XAVIER	VIDEO PRODUCTION SERVICES FOR 12/18/18	340134	12/18/18	1,200.00
VERIZON WIRELESS	VERIZON CELLULAR SVCS NOV 2018	340135	12/18/18	229.89
VISION SERVICE PLAN	DECEMBER 2018 VISION SERVICE PLAN	340136	12/18/18	844.17
WAXIE SANITARY SUPPLY	MISC JANITORIAL SUPPLIES - PW	340137	12/18/18	2,403.14
WEST PAYMENT CENTER	INVESTIGATIONS	340138	12/18/18	596.70
WILLY'S ELECTRONIC SUPPLY	MOP 45763 ELECTRONIC SUPPLIES - MIS	340139	12/18/18	207.17



**WARRANT REGISTER # 25
12/18/2018**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ZUMAR INDUSTRIES INC	SX0073 SIGN FIX MEDIUM CHANNEL	340140	12/18/18	904.62
ALDEMCO	FOOD - NUTRITION	340141	12/18/18	4,151.31
ALL FRESH PRODUCTS	FOOD - NUTRITION	340142	12/18/18	1,476.67
CITY OF NATIONAL CITY	PETTY CASH REPLENISHMENT OCT-NOV 2018	340143	12/18/18	619.28
COUNTYWIDE MECHANICAL	HVAC MAINTENANCE AND REPAIR FY 2019	340144	12/18/18	16,464.96
CULLINAN OF SAN DIEGO	WATER SOFTENER FOR STEAMER / NUTRITION	340145	12/18/18	288.50
DENHAM, A	REIMB / DINNER PURCHASED FOR WINTER HOLIDAY	340146	12/18/18	195.21
DEPMT OF PESTICIDE REGULATION	LICENSE/CERTIFICATE RENEWAL	340147	12/18/18	120.00
DUNBAR ARMORED INC	ARMORED SERVICES DEC 2018 - FINANCE	340148	12/18/18	289.51
EAGLE PAVING COMPANY INC	CITY WIDE PEDESTRIAN MIDBLOCK	340149	12/18/18	93,821.40
PADRE JANITORIAL SUPPLIES	JANITORIAL SUPPLIES -NUTRITION	340150	12/18/18	1,173.70
PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICE - NUTRITION	340151	12/18/18	137.71
REGIONAL TRAINING CENTER	COURSE BUSINESS WRITING - NSD	340152	12/18/18	300.00
SEAPORT MEAT COMPANY	FOOD -NUTRITION	340153	12/18/18	768.51
SYSCO SAN DIEGO INC	FOOD -NUTRITION	340154	12/18/18	5,638.93
DBX INC	FIBER OPTIC TRAFFIC SIG INTECON PROJECT	340155	12/18/18	406,194.69
NATIONAL CITY HISTORICAL	ANNUAL EXPENSE PAYMENT	340156	12/18/18	5,000.00

A/P Total 2,295,050.50

WIRED PAYMENTS

ARCO BUSINESS SOLUTIONS	FUEL FOR CITY FLEET NOVEMBER 2018	674433	12/13/18	29,899.55
ADMINSURE INC	W/C ACCT REPLENISHMENT NOV 2018	674505	12/13/18	54,966.24
PAYCHEX BENEFIT TECH INC	BENETRAC ESR SVCS BASE FEE DEC 2018	996163	12/14/18	538.65

SECTION 8 HAPS

Start Date	End Date	
12/12/2018	12/18/2018	7,895.00

PAYROLL

Pay period	Start Date	End Date	Check Date	
26	12/4/2018	12/17/2018	12/26/2018	1,265,968.89

GRAND TOTAL

\$3,654,318.83

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, DIRECTOR OF FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

ALEJANDRA SOTELO-SOLIS, MAYOR-CHAIRWOMAN

RONALD J. MORRISON, VICE-MAYOR

JERRY CANO, MEMBER

MONA RIOS, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 5TH OF FEBRUARY 2019.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Warrant Register #26 for the period of 12/19/18 through 12/25/18 in the amount of \\$254,690.25. \(Finance\)](#)
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: January 22, 2019

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #26 for the period of 12/19/18 through 12/25/18 in the amount of \$254,690.25.
(Finance)

PREPARED BY: Karla Apalategui, Accounting Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 12/19/18 through 12/25/18.

Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Public Emp Ret System	12212018	254,690.25	Service Period 11/20/18 – 12/03/18

FINANCIAL STATEMENT:

APPROVED: 

FINANCE

ACCOUNT NO.

APPROVED: _____

MIS

Warrant total \$254,690.25.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$254,690.25

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 26



WARRANT REGISTER # 26
12/25/2018

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
NO WARRANTS ISSUED ON THE WEEK OF 12/19/2018 THROUGH 12/25/2018				
A/P Total				0.00
WIRED PAYMENTS				
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 11/20/18 - 12/03/18	12212018	12/21/18	254,690.25
GRAND TOTAL				<u>\$ 254,690.25</u>

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, DIRECTOR OF FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

ALEJANDRA SOTELO-SOLIS, MAYOR-CHAIRWOMAN

RONALD J. MORRISON, VICE-MAYOR

JERRY CANO, MEMBER

MONA RIOS, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 5TH OF FEBRUARY 2019.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Warrant Register #27 for the period of 12/26/18 through 01/01/19 in the amount of \\$2,061,417.86.](#)
[\(Finance\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: January 22, 2019

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #27 for the period of 12/26/18 through 01/01/19 in the amount of \$2,061,417.86.
(Finance)

PREPARED BY: Karla Apalategui, Accounting Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 12/26/18 through 01/01/19.

Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
---------------	-------------------	---------------	--------------------

No Warrants Over \$50,000.00 processed

The period of 12/26/18 through 01/01/19

FINANCIAL STATEMENT:

APPROVED:  **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$2,061,417.86.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$2,061,417.86

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 27



WARRANT REGISTER # 27
1/1/2019

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
NO WARRANTS ISSUED ON THE WEEK OF 12/26/2018 THROUGH 01/01/2019				
A/P Total				0.00
SECTION 8 HAPS	Start Date	End Date		
	12/26/2018	1/1/2019		948,342.50
PAYROLL				
Pay period	Start Date	End Date	Check Date	
27	12/18/2018	12/31/2018	1/9/2019	1,113,075.36
GRAND TOTAL				<u>\$2,061,417.86</u>

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, DIRECTOR OF FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

ALEJANDRA SOTELO-SOLIS, MAYOR-CHAIRWOMAN

RONALD J. MORRISON, VICE-MAYOR

JERRY CANO, MEMBER

MONA RIOS, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 5TH OF FEBRUARY 2019.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Continued Public Hearing and Adoption of a Resolution of the City Council of the City of National City, California, approving a General Plan Amendment and Tentative Subdivision Map for the rezoning of property at East 16th Street and M Avenue from Small Lot Residential \(RS-2\) to Medium-Density Multi-Unit Residential \(RM-1\) in order to construct a 29-unit residential development. \(Applicant: Ralph Gonzales\) \(Case File No. 2017-04 GPA, S\) \(Planning\) \(Continued from the January 22, 2019 City Council Meeting\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 4, 2019

AGENDA ITEM NO. |

ITEM TITLE: Continued Public Hearing and Adoption of a Resolution of the City Council of the City of National City, California, approving a General Plan Amendment and Tentative Subdivision Map for the rezoning of property at East 16th Street and "M" Avenue from Small Lot Residential (RS-2) to Medium-Density Multi-Unit Residential (RM-1) in order to construct a 29-unit residential development. (Applicant: Ralph Gonzales) (Case File No. 2017-04 GPA, S)

PREPARED BY: Martin Reeder, AICP



DEPARTMENT: Planning

PHONE: 619-336-4313

APPROVED BY:



EXPLANATION:

The applicant is proposing to merge nine undeveloped single family lots into one and develop the site with a 29-unit residential condominium project. The site includes the westerly half of the vacated portion of "M" Avenue adjacent to the east of the properties. In order to build this type of project, the existing single-family zoning needs to be changed to a multi-family land use and zone. This type of change requires a General Plan Amendment to change the land use from Low-Medium Density Residential to Medium Density Residential land use, in order for the Zone Change to occur. The Zone Change is addressed in a separate Ordinance.

This item was continued from the January 22, 2019 meeting so that the draft Resolution could be amended to reflect all necessary information.

The attached background report describes the project in detail.

FINANCIAL STATEMENT:

ACCOUNT NO. |

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

Mitigated Negative Declaration (MND)

ORDINANCE: ☐ **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Staff concurs with the Planning Commission recommendation.

BOARD / COMMISSION RECOMMENDATION:

The Planning Commission recommended approval of the General Plan Amendment, Zone Change, and Tentative Subdivision Map.

Vote: Ayes – Baca, DelaPaz, Garcia, Sendt, Quintero, Yamane Noes: Flores

ATTACHMENTS:

- | | |
|---------------------------|------------------------------------------|
| 1. Background Report | 5. Site Photos |
| 2. Recommended Findings | 6. Applicant's Plans |
| 3. Recommended Conditions | 7. Public Notice (from January 22, 2019) |
| 4. Overhead | 8. Resolution |

BACKGROUND REPORT

Staff Recommendation

Staff recommends approval of the proposed General Plan Amendment, Zone Change, and Tentative Subdivision Map. The proposed development meets three General Plan Policies related to Land Use, and is also consistent with the City's Housing Element.

Executive Summary

The applicant is proposing to merge nine undeveloped single family lots into one and develop the site with a 29-unit residential condominium project. The site includes the westerly half of the vacated portion of "M" Avenue adjacent to the east of the properties. In order to build this type of project, the existing single-family zoning needs to be changed to a multi-family land use and zone. This type of change requires a General Plan Amendment to change the land use from Low-Medium Density Residential to Medium Density Residential land use, and a Zone Change from Small Lot Residential (RS-2) to Medium-Density Multi-Unit Residential (RM-1). The amendment and zone change were initiated together by the Planning Commission last year.

History

The Planning Commission initiated the General Plan Amendment and Zone Change on May 1, 2017. As mentioned above, the project also included the vacation of the portion of "M" Avenue adjacent to the site. The City Council initiated the Street Vacation on April 4, 2017. The Planning Commission held a hearing to determine if the vacation was in conformance with the General Plan. After considering concerns from the National School District, who own the property on the opposite side of the "M" Avenue right-of-way, the Planning Commission determined General Plan conformance on June 5, 2017. The City Council ordered vacation of the 451 feet of "M" Avenue adjacent to the project on August 1, 2017.

The Planning Commission conducted a public hearing at their meeting of December 3, 2018 and voted to recommend approval of the General Plan Amendment, Zone Change, and Tentative Subdivision Map by a vote of six to one.

At the January 22, 2019 public hearing, the City Council certified the associated Mitigated Negative Declaration (MND) and introduced an Ordinance amending the Zoning Map. An item for the adoption of the Ordinance is also on tonight's agenda. The Zoning Map change will not be binding unless the General Plan Amendment is also approved. Furthermore, approval of the Tentative Subdivision Map is also tied to the amendment and zone change, as a project of this density is not permitted without them.

ATTACHMENT 1

The project is being called "City Village" and is a grouping of 29 three-bedroom, two and half bath, and two-story townhomes. For most units there are individual entries, one or two car garages, and private patios and balconies. The architectural style echoes the area's early Spanish heritage. The project is a gated community in a suburban setting providing both safety along with common use areas for growing families. Abundant landscaping, including trees, shrubs, vines, and groundcover, is provided, which also aids in visual screening of and from surrounding areas.

Because the Low-Medium Density Residential land use and RS-2 zone designations only allow a maximum density of **nine** units per acre and one unit per lot respectively, the existing land use and zoning maps need to be changed to accommodate the development, which requires both a General Plan Amendment (Land Use Map) and a Zone Change (Zoning Map).

As previously mentioned, these changes have been initiated. This step is the next part of the process in which public hearings are held at both the Planning Commission and City Council level.

Analysis

When considering a General Plan Amendment and Zone Change, the Planning Commission must take into account the surrounding land uses and neighborhood makeup, as well as consistency with the General Plan and other governing documents.

The single-family neighborhood to the west of the project area has an average density of around **five** units per acre. The mixed-density neighborhood to the south (one block either side of "M" Avenue) has an average density of approximately **11** units per acre. The proposed 29-unit project would result in a density of approximately **17** units per acre, similar to the neighborhood to the south. Although roughly three times the density of the properties to the west, the project site is separated by grade from these properties and would not be a direct impact to the single-family area.

Under the current land use and zoning, a 1.7-acre parcel would yield approximately **15** units. If rezoned to RM-1 (Medium-Density Multi-Unit Residential), as proposed by the applicant, the parcel would yield approximately **39** units. However, the applicant is only proposing 29 units. As part of this General Plan and zoning amendment application, the developer is also applying for a Tentative Subdivision Map, which allows review of the architecture and design of the project. Conditions will ensure the number of units will be kept at 29.

29 units. There is also a maximum lot coverage of 75% of the lot. The project is within these parameters.

Architecture

The development features eight buildings laid out in four groups. The two groups in the center of the development have central common area courtyards that include seating and barbecue areas. Most of the buildings are two-story in design, with the exception of the central two buildings, which are three stories tall. These structures have four units below with one unit above. This massing allows a transition from the street from lower to higher, thus respecting the lower heights along East 16th Street.

The architectural style is Spanish/Mediterranean, featuring stucco walls, balconies, lots of wall-plane variation, pitched roofs, shutters, and arched windows in some cases. The roofs will be one of three styles – tile, concrete, or asphalt shingle. The LUC requires consideration of the impact of bulk on neighboring properties, façade and roof articulation, scale that is sensitive to surrounding uses, balconies and porches, adequate disposal facilities, minimum amount of laundry facilities, and adequate storage space. The tentative project plans (Attachment No. 5, Exhibit “A”) are consistent with LUC requirements, which are also included as conditions of approval.

Landscaping

The concept landscape and irrigation plan submitted with the application shows a robust plant palette with street, screening, and canopy trees; and shrubs, ground cover, and vines. The landscape plan is included as part of Attachment No. 5, Exhibit “A”. While all areas along the property and building frontages are shown as landscaped, the most prominent part of the landscape and irrigation plan is south of the project in what was the recently vacated westerly 30 feet of “M” Avenue right-of-way. The project bio-retention system is located in this area, which also includes planted retaining walls, trellises with seating areas, a scenic walkway, and vehicular access path. There is also a tot lot located in the northeast corner of the project. The open space area will be graded such that the entire project will drain to and be retained by the area, which will ensure that no storm water impacts affect adjacent properties. Conditions of approval include compliance with Chapter 18.44 (Landscaping) of the LUC, with particular emphasis on Section 18.44.190, which related to water efficient landscape requirements. Storm water requirements are part of the Engineering Department conditions.

Open Space

Multi-unit residential projects have a minimum amount of private and common open space that is required, which is exceeded in this project. Open space is required as follows:

the minimum resident and guest parking requirement, as well as three additional parking spaces.

Tentative Subdivision Map

The proposed subdivision is consistent with the Subdivision Ordinance. As previously mentioned above, the development would be a condominium project with each unit owned individually and the property being jointly owned by the 29 potential owners. Conditions of approval include the requirement for a Home Owner's Association and Codes, Covenants, and Restrictions (CC&Rs), which will ensure that all development improvements are maintained for the life of the project. In addition, the density, lot dimensions, and minimum lot size requirements are consistent with the Subdivision Ordinance.

Required findings for approval of the Tentative Subdivision

The Municipal Code contains required findings for Tentative Subdivision Maps. There are nine required findings:

1. The proposed map is consistent with the National City General Plan and applicable specific plans.

The project is in compliance with all required density and zoning requirements, provides additional home ownership opportunities consistent with the General Plan and Housing Element, and meets all requirements of the Subdivision Ordinance (NCMC Title 17), including minimum lot size and dimension. There are no specific plans in the area.

2. The site is physically suitable for the proposed type of development.

The 1.7-acre property can accommodate the requested number of units within the limits for density and lot coverage established by the General Plan and Land Use Code.

3. The site is physically suitable for the proposed density of development.

The proposed multi-family residential development, at a density of 17 units per acre, is less than the 23 units per acre allowed in the Medium-Density Multi-Unit Residential (RM-1) zone, and the proposed infill development increases the available housing units in the City.

4. The design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

of local climate, topography, property configuration and other design and improvement requirements without requiring reduction in allowable density or lot coverage.

The landscape plan submitted as part of the proposal provides in excess of the required common open space area for such developments. All new construction proposed will be in compliance with the California Building Code, which takes such factors in to consideration.

Findings for denial

There are also two findings for denial of the proposal based on General Plan consistency and habitat impacts:

1. The proposed map is not consistent with the National City General Plan.

The project is not in compliance with the required density and zoning requirements of the surrounding Small Lot Residential (RS-2) zone; the proposed density of 17 units per acre exceeds the average area density of eleven units per acre. The increased density would be out of character with that of the surrounding area.

2. The design of the subdivision or the proposed improvements is likely to cause substantial environmental damage or substantially and avoidably injure plant habitat.

There is plant habitat on site in the form of native and non-native grassland, San Diego Ambrosia, and onsite drainage, which will require removal and replacement elsewhere in order to accommodate the project.

Department comments

Comments were provided by the Fire Department and Sweetwater Authority. The Fire Department requires compliance with fire codes related to fire protection and property access; Sweetwater Authority comments referred to required water infrastructure and final map information.

Conditions of Approval

Standard Conditions of Approval for Tentative Subdivision Maps have been included in the staff report, as well as those addressing department and agency comments as discussed above. Standard Engineering Department conditions related to final maps are likewise included. Planning Department conditions are related to building permit requirements, cultural resource protection during grading, off-site parking, homeowners association, and CC&Rs (Codes, Covenants, and Regulations). In addition, all mitigation

RECOMMENDED FINDING FOR APPROVAL
OF THE GENERAL PLAN AMENDMENT
2017-04 GPA – 16th & “M” Avenue
557-351-17 through 25

1. The proposed development is consistent with General Plan Land Use Policies LU-2.3, LU 4.3, and LU-7.1, because the area is vacant and prime for development. Having a comprehensive residential project in this area will contribute to the City’s housing needs. The area is not homogenous in nature with regard to residential housing types – there are single-family residences on larger lots located to the west, with a mix of medium to higher-density properties to the south across East 16th Street. These lots are developed with everything from duplexes, to triplexes, to apartments.

RECOMMENDED FINDINGS FOR APPROVAL
OF THE TENTATIVE SUBDIVISION MAP
2017-04 S – 16th & “M” Avenue
557-351-17 through 25

1. The proposed map is consistent with the National City General Plan and applicable specific plans, because the project is in compliance with all required density and zoning requirements, provides additional home ownership opportunities consistent with the General Plan and Housing Element, and meets all requirements of the Subdivision Ordinance (NCMC Title 17), including minimum lot size and dimension. There are no specific plans in the area.
2. The site is physically suitable for the proposed type of development, because the 1.7-acre property can accommodate the requested number of units within the limits for density and lot coverage established by the General Plan and Land Use Code.
3. The site is physically suitable for the proposed density of development, because the proposed multi-family residential development, at a density of 17 units per acre, is less than the 23 units per acre allowed in the Medium-Density Multi-Unit Residential (RM-1) zone, and the proposed infill development increases the available housing units in the City.
4. The design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or

ATTACHMENT 2

**RECOMMENDED FINDINGS FOR DENIAL
OF THE TENTATIVE SUBDIVISION MAP**

**2017-04 S – 16th & "M" Avenue
557-351-17 through 25**

1. The proposed map is not consistent with the National City General Plan, because the project is not in compliance with the required density and zoning requirements of the surrounding Small Lot Residential (RS-2) zone; the proposed density of 17 units per acre exceeds the average area density of eleven units per acre. The increased density would be out of character with that of the surrounding area.
2. The design of the subdivision or the proposed improvements is likely to cause substantial environmental damage or substantially and avoidably injure plant habitat, because there is plant habitat on site in the form of native and non-native grassland, San Diego Ambrosia, and onsite drainage, which will require removal and replacement elsewhere in order to accommodate the project.

**RECOMMENDED FINDING FOR DENIAL
OF THE GENERAL PLAN AMENDMENT**

**2017-04 GPA – 16th & "M" Avenue
557-351-17 through 25**

1. The proposed development is not consistent with the General Plan, because the proposed development will result in a density of 17 units per acre, which exceeds the average area density of eleven units per acre. The increased density would be out of character with that of the surrounding area.

6. Approval of the *Tentative Subdivision Map* expires two (2) years after adoption of the resolution of approval at 6:00 p.m. unless prior to that date a request for a time extension not exceeding three (3) years has been filed as provided by National City Municipal Code §17.04.070.

Building

7. Plans submitted for improvements must comply with the current editions of the California Building, Electrical, Plumbing, Mechanical, and Fire Codes.

Engineering

8. A Hydrology study (100 year flood) is required for the new project. The study should consider the proposed project area to the closest municipal storm drain collection point. The study should consider the adequacy of the existing storm drain system to convey any additional run off. All Hydrology study findings and recommendations are part of Engineering Department requirements.
9. The Priority Project Applicability checklist for the National Pollutant Discharge Elimination System (NPDES) is required to be completed and submitted to the Engineering Department. The checklist will be required when a project site is submitted for review of the City Departments. The checklist is available at the Engineering Department. If it is determined that the project is subject to the "Priority Project Permanent Storm Water BMP Requirements" and the City of National City Storm Water Best Management Practices of the Jurisdictional Urban Runoff Management Program (JURMP) approved Standard Urban Storm Water Mitigation Plan (SUSMP) documentation will be required prior to issuance of an applicable engineering permit. The SUSMP shall be prepared by a Registered Civil Engineer.
10. The Best Management Practices (BMPs) for the maintenance of the proposed construction shall be undertaken in accordance with the National Pollutant Discharge Elimination System (NPDES) regulations which may require a Storm Water Pollution Prevention Plan (SWPPP) for the project. An approved SWPPP will be required prior to issuing of a construction permit.
11. All surface run-off shall be treated with an approved Standard Urban Runoff Mitigation Plan (SUSMP) Best Management Practice (BMP) for all Priority SUSMP projects. No runoff will be permitted to flow over the sidewalk. Adjacent properties shall be protected from surface run-off resulting from this development.
12. The property owner, or its successors and assigns shall be responsible for the maintenance, repair, or reconstruction of all irrigation and landscaping improvements installed within the public right-of-way. Sprinkler heads shall be adjusted so as to prevent overspray upon the public sidewalk or the street. The proposed sprinkler heads shall be installed behind the sidewalk, and the irrigation mainline upon private property only, as required by the City. The property owner or,

19. The deteriorated portions of the existing street improvements along the property frontages shall be removed and replaced.
20. The existing street improvements along the property frontage(s) shall be kept free from weed growth by the use of special weed killers, or other approved methods.
21. All existing survey monuments, including any benchmark, within the boundaries of the project shall be shown on the plans. If disturbed, a licensed land surveyor or civil engineer shall restore them after completion of the work. A Corner Record shall be filed with the County of San Diego Recorder. A copy of the documents filed shall be given to the City of National City Engineering Department as soon as filed.
22. A permit shall be obtained from the Engineering Department for all improvement work within the public right-of-way, and any grading construction on private property.
23. Street improvements shall be in accordance with the City Standards. All missing street improvements shall be constructed. Abandoned driveway aprons shall be replaced with curb, gutter, and sidewalks.
24. A title report shall be submitted to the Engineering Department, after the City Council approval, for review of all existing easements and the ownership at the property.
25. All new dwellings are subject to a Transportation Development Impact Fee. This includes new homes, condos and apartments. The current fee is \$2,484 and typically increases by approximately 2% per fiscal year (July 1 to June 30)..
26. All electrical, telephone and similar distribution service wires for the new structure(s) shall be placed underground.
27. A cost estimate for all of the proposed grading, drainage, street improvements, landscaping and retaining wall work shall be submitted with the plans. A performance bond equal to the approved cost estimate shall be posted. Three percent (3%) of the estimated cost shall also be deposited with the City as an initial cost for plan checking and inspection services at the time the plans are submitted. The deposit is subject to adjustment according to actual worked hours and consultant services.
28. A hydromodification plan or a letter sealed and signed by the Engineer of Work explaining why the project is exempt from hydromodification requirements shall be submitted.
29. The final parcel map shall meet all of the requirements of the Subdivision Map Act, and the City of National City Municipal Codes including certification, acknowledgement, complete boundary information and monumentation.

39. Buildings or portions of buildings or facilities exceeding 30 feet in height above the lowest level of fire department vehicle access shall be provided with approved fire apparatus access roads capable of accommodating fire department aerial apparatus. Overhead utility and power lines shall not be located within the aerial fire apparatus access roadway.
40. Fire hydrants that may be located throughout the project as not to have a separation distance greater than 400 feet. Fire hydrants to be located within 400 feet of all locations which are roadway accessible (Measurement starts from nearest public fire hydrant to project).
41. The following items pertain to fire hydrants:
- a. Size and location, including size and number of outlets and whether outlets are to be equipped with independent gate valves.
 - b. Fire hydrant to be of three outlet design.
42. Provide calculation confirming flow availability to meet fire flow demands and supply large diameter hose (4 inch).
43. Fire hydrants to be marked by use of blue reflective marker in the roadway.
44. Upon submittal for an underground permit, the following shall be included:
- Data sheet for Back-Flows
 - Data sheets for Private and Commercial Hydrants
 - Data sheets for Post Indicator Valves
- Information on required fire hydrants back-flow devices, etc.; can be acquired from Sweetwater Authority. All pipes and their appliances, shall meet industry/code standards for underground use.*
45. Fire Sprinklers will be required for this project.
46. If entrance/exit gates are used, gates shall be equipped with Knox Box and Emergency Strobes so as to provide emergency vehicle access and egress. A Knox Key Switch shall be required in conjunction with strobe for emergency access, and shall be placed at front of property. Please contact the National City Fire Department for exact field location.
47. Should any plan corrections be required, contractor must correct the plan and re-submit to the Fire Department for approval once again prior to installation.

Planning

48. Plans submitted for construction shall comply with Land Use Code requirements and design guidelines related to bulk, façade and roof articulation, scale that is sensitive to

56. There is a patch of several hundred specimens of San Diego Ambrosia (*Ambrosia pumila*) located at the northern end of the property. This is a high-profile sensitive species. Project conditions require mitigation in the form of salvage and translocation. Approval of a translocation plan is required prior to initiating ground disturbing activities. The translocation plan should specify: 1) the methods used for translocation (e.g., timing of translocation, seed collection, soil retention, etc.); 2) the location and suitability of the receptor site; 3) a long-term management plan for the receptor site; and 4) a long-term funding mechanism. The translocation receptor site should have long-term conservation value, be contiguous with other large, conserved tracts of land, and be managed and protected in perpetuity. The translocation plan should be submitted for review and approval by the Department of Fish & Wildlife prior to the onset of project impacts.
57. The onsite drainage is considered as Freshwater Emergent Wetland, which qualifies as jurisdictional wetlands/waters. State and federal permitting to allow this drainage to be impacted will be required by the US Army Corps of Engineers, San Diego Regional Water Quality Control Board, and California Department of Fish and Wildlife. All required permits or related authorizations for the project related to impacting wetlands/waters are a condition of project approval and will need to be secured prior to any development activities taking place.
58. The landscape design and planting palette shall use native plants to the greatest extent feasible in landscaped areas. The Project applicant shall not plant, seed, or otherwise introduce invasive exotic plant species to landscaped areas adjacent and/or near native habitat areas. Exotic plant species not to be used include those species listed on the California Invasive Plant Council's (Cal-IPC) Invasive Plant Inventory. This list includes (but is not limited to) the following: pepper trees, pampas grass, fountain grass, ice plant, myoporum, black locust, capeweed, tree of heaven, periwinkle, sweet alyssum, English ivy, French broom, Scotch broom, and Spanish broom.
59. In order to prevent potential impacts regarding the spread of invasive species during vegetation clearing activities, prior to any such work being undertaken all new equipment introduced to the project area shall be cleaned, and all equipment shall be maintained daily. Additional techniques for minimizing the spread of invasive plant species during construction activities can be found at <https://www.calipc.org/solutions/prevention/>.
60. The landscape plan submitted with construction documents shall include preservation and/or replanting of the existing specimens of San Diego Ambrosia, to the extent possible based on comments from the Department of Fish and Wildlife.

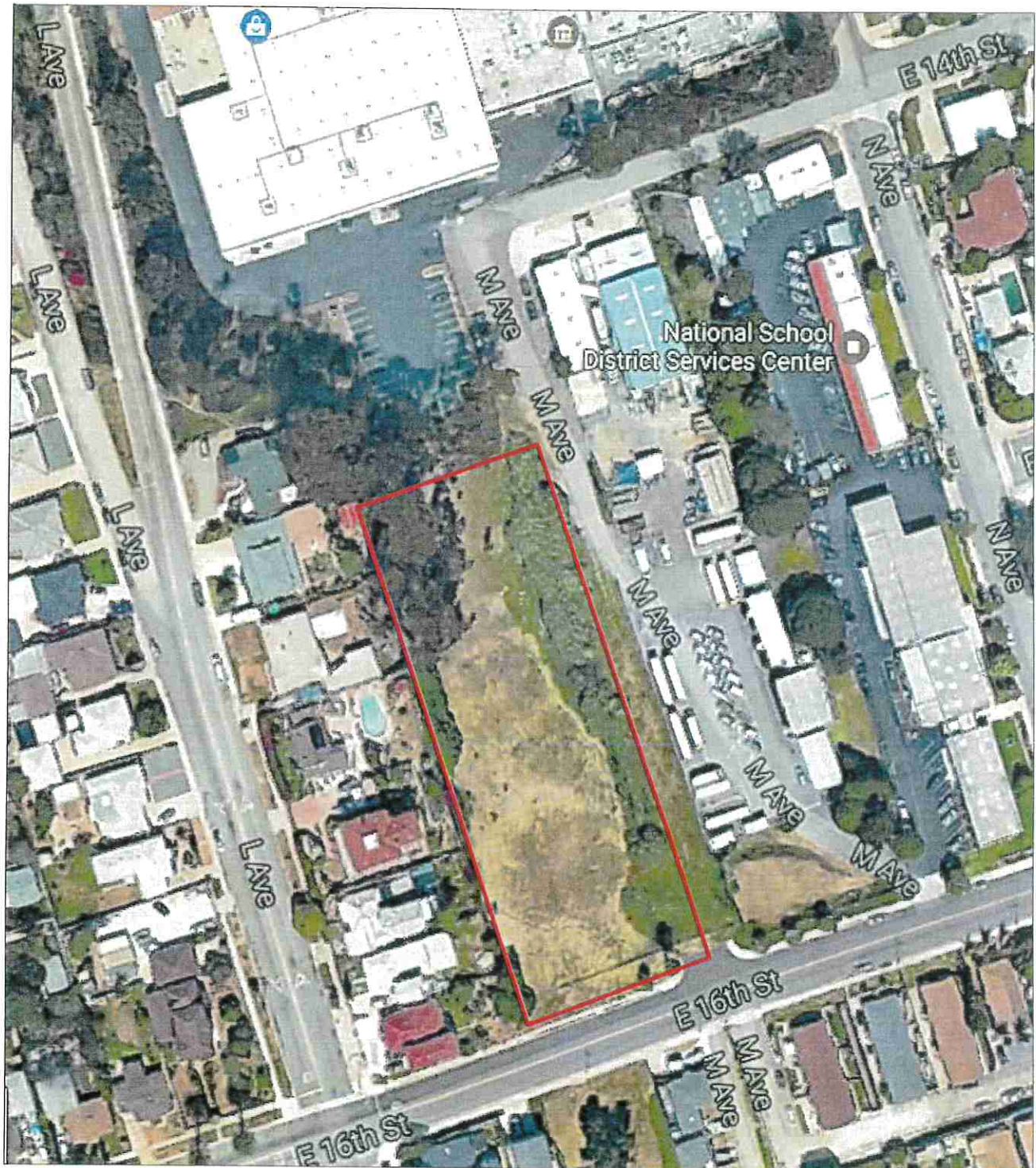
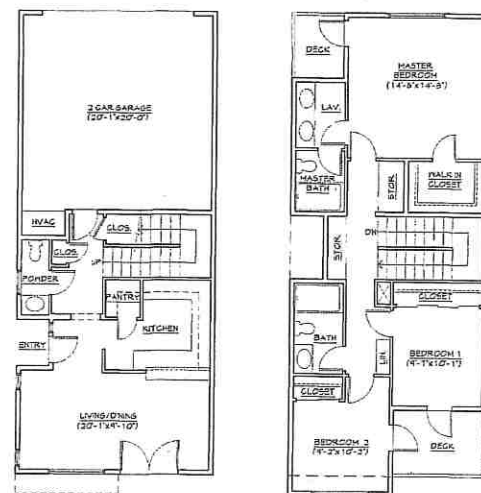


EXHIBIT: A
CASE FILE NO.: 2017-04 GPA, ZC, S, 15
DATE: 6/18/2018



FIRST FLOOR

SECOND FLOOR

FLOOR PLAN

AVERAGE SIZE: 1,430 S.F.

ATTACHMENT 6

CITY VILLAGE
16TH STREET, NATIONAL CITY

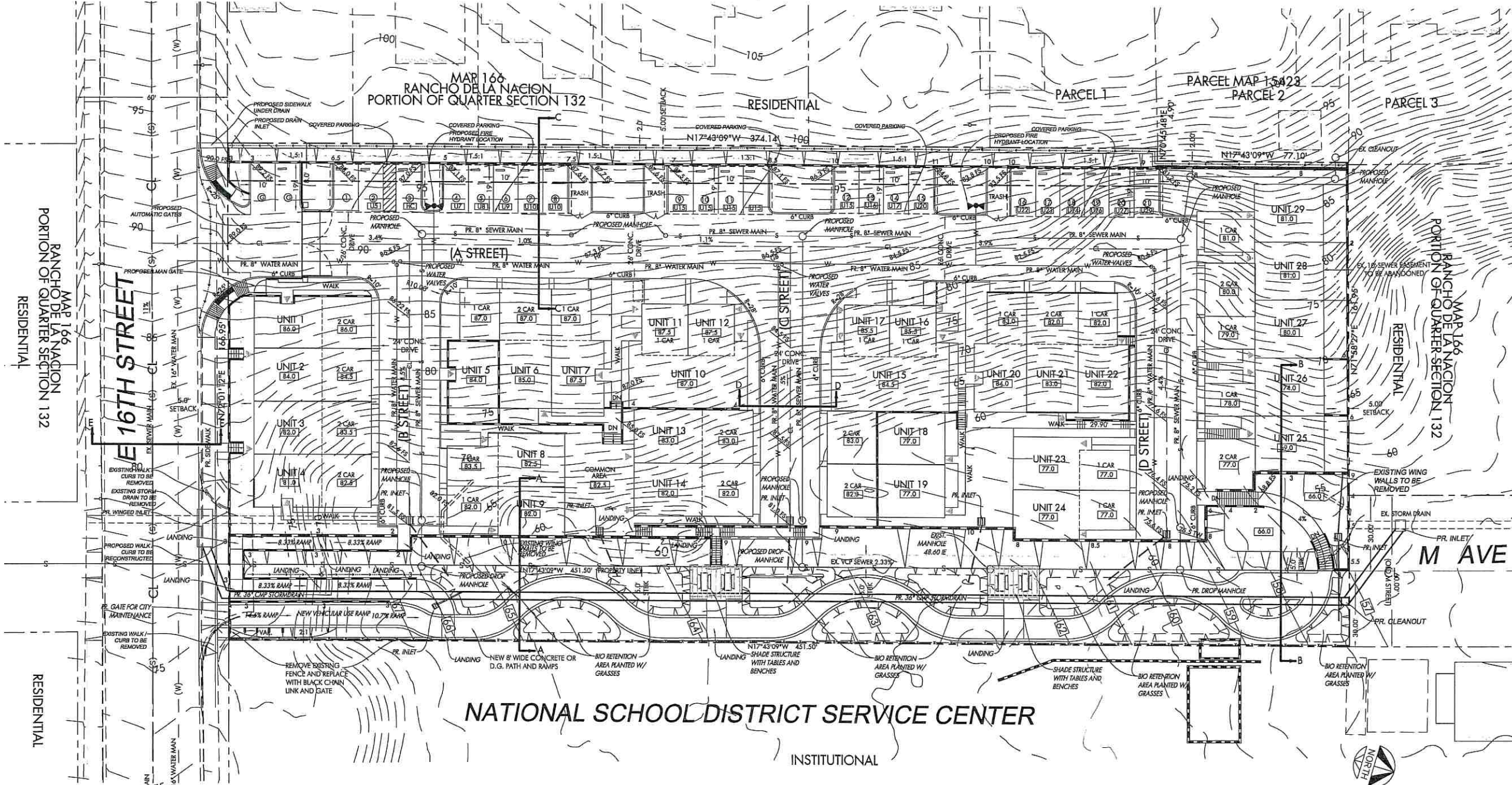
CCRdesigns
10132 EMERALDAS DRIVE
SAN DIEGO, CA 92124
PHONE: 619 592 4116
EMAIL: CCRDESIGNS@AOL.COM
WEB: CCRDESIGNS.COM

EXHIBIT: B
CASE FILE NO.: 2017-04 GPA, 2C, 5, 15
DATE: 6/15/2018

TENTATIVE MAP NO. _____

29 UNIT CONDOMINIUM DEVELOPMENT FOR 16 AVENUE AND FORMER 'M' STREET
NATIONAL CITY, CA

PROJECT DIRECTORY:
PROJECT OWNER:
NOEL MEZA
RENOVA PROPERTIES, LLC
PO BOX 1265
RANCHO SANTA FE, CA. 92067
TEL. 858-756-8762
EMAIL: nmetajr@gmail.com
PROJECT CONTACT:
RALPH GONZALES @ SMS CONSULTING
5931 SEA LION PLACE #109
CARLSBAD, CA. 92010
TEL. 760-522-1026, TEL. 760-331-8738
PROJECT TEAM:
ARCHITECT:
CHRIS COHEN-RICHARDS
CCR DESIGNS
10732 ESERALDAS DRIVE
SAN DIEGO, CA. 92124
TEL. 619-850-9116
EMAIL: ccrdesigns@sanrr.com
CIVIL / SOILS ENGINEER:
MEDHI SHARIAT
SMS CONSULTING/SMS GEOTECHNICAL SOLUTIONS, INC.
5931 SEA LION PLACE #109
CARLSBAD, CA. 92010
OFFICE: 760-602-7815 / CELL: 760-331-8738
EMAIL: smsgeosolinc@gmail.com
LANDSCAPE ARCHITECT:
ANGELINA SOTELO
SOLETO LANDSCAPE ARCHITECTS
2643 FOURTH AVENUE
SAN DIEGO, CA. 92103
TEL. 619-719-1977
EMAIL: angelina@asotelo.com
HYDROLOGIST:
JOSE GOMEZ
JOSE RAUL GOMEZ P.E.
744 RIDGEON STREET
SAN DIEGO, CA. 92114
TEL. 619-210-3371
EMAIL: jrgomez1958@yahoo.com
BIOLOGIST:
VINCENT SCHIEDT
BIOLOGICAL CONSULTANT
3158 OCCIDENTAL STREET
SAN DIEGO, CA. 92122
TEL. 858-356-7106
EMAIL: vince@sanrr.com
LAND SURVEYOR:
RAY SPEAR
SPEAR & ASSOCIATES
475 PRODUCTION STREET
SAN MARCOS, CA. 92078
TEL. 760-736-2040
EMAIL: rspear@spearinc.net
PROJECT ADDRESS:
16TH AVENUE AND M STREET
NATIONAL CITY, CA
A. P. N.:
557-352-17 THRU 25
LEGAL DESCRIPTION:
LOTS 1 THRU 9 INCLUSIVE, CAROLINA HILLSIDE HOMES MAP NO. 15223 IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY, RECORDED DEC. 13, 2005.



DEVELOPMENT SUMMARY:

SUMMARY OF REQUEST:

EXISTING USE:
EXIST. APPROVED 9 LOT SUBDIVISION (74,487 S.F.)

PROPOSED USE:
29 SINGLE FAMILY CONDOMINIUMS

TYPE OF DEVELOPMENT:
LEGAL:
SUBDIVISION MAP 15223 LOTS 1 THRU 9 RECORDED FEBRUARY 23, 2005

ZONING:
EXISTING: RS-2
PROPOSED: RM-1

GENERAL PLAN DESIGNATION:
RESIDENTIAL

TYPE OF CONSTRUCTION:
TYPE III / V

OCCUPANCY:
R-2

SITE DATA:

LOT SIZE:
GROSS AREA: 774,487 S.F. / 1.71 AC
NET LOT SIZE:

BUILDING SIZE:
BUILDING TOTAL FLOOR AREA: 41,218 (HABITABLE)
BUILDING FOOTPRINT: 25,660 S.F. / .59 ACRES

LOT COVERAGE:
ALLOWED: X% PROPOSED: X%

PAVED AREA:
DRIVEWAY:
SURFACE PARKING:
COVERED PARKING:
TOTAL PAVED AREA:

LANDSCAPING:
REQUIRED:
PROPOSED:

DENSITY:
LOT SIZE: 1.7 ACRES / 74,487 SF
MAX 29 UNITS/PROPOSED

SETBACKS:
STREET: 15 FT. PROVIDE 10 FT
SIDE: 10 FT.
REAR: 10 FT.

BUILDING DATA:

UNIT NO.	TYPE	SIZE (SF)	PARKING	STYLE	PRIVATE SPACE (SF)
2	A	1430	2 ATTACHED	TOWNHOUSE	100 SF BALCONY 20 SF PATIO
4	A1	1430	1 ATTACHED 1 CARPORT	TOWNHOUSE	100 SF BALCONY
4	B	1446	2 ATTACHED	TOWNHOUSE	100 SF BALCONY 100 SF PATIO
4	B1	1446	1 ATTACHED	TOWNHOUSE	100 SF BALCONY
2	C	1200	2 CARPORT	FLAT	120 SF BALCONY
4	D	1450	1 ATTACHED 1 CARPORT	TOWNHOUSE	200 SF BALCONY
2	E	1446	1 ATTACHED 1 CARPORT	TOWNHOUSE	120 SF BALCONY
1	F	1450	1 ATTACHED 1 CARPORT	TOWNHOUSE	120 SF BALCONY 220 SF PATIO
2	G	1450	2 ATTACHED	TOWNHOUSE	120 SF BALCONY 220 SF PATIO
2	G1	1450	1 ATTACHED 1 CARPORT	TOWNHOUSE	120 SF BALCONY 220 SF PATIO

BUILDING AREA CALCULATIONS:

PRIVATE SPACE REQUIRED 29 UNITS X 60 SF = 1740 SF
PRIVATE SPACE SHOWN 4500 SF
COMMON SPACE REQUIRED 29 UNITS X 300 SF = 8700 SF
COMMON SPACE PROVIDED ON SITE (3 AREAS X 1200 SF) = 3600 SF
DIFFERENCE 5100 SF
EXCESS PRIVATE SPACE 4500 SF - 1740 SF = 2760 SF
EXCESS PRIVATE SUBSTITUTED FOR COMMON SP / 2760 SF X 2 = 5524 SF LARGER THAN 5100 SF

VICINITY MAP:

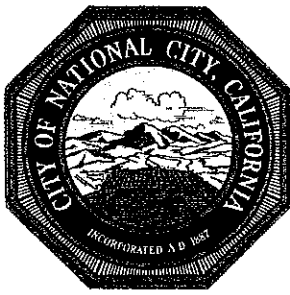


INTERSTATE 805

PRINTED: 5/8/2018

CITY VILLAGE CONDOS
16th Ave & Old 'M' Street, National City, CA

Drawing Number: 1 of 4
Drawing Title: TENTATIVE MAP -29 UNIT CONDOMINIUM
Drawing Scale: SCALE: 1" = 20'
Current Submittal Date: MAY 10, 2018
Previous Revisions:



**CITY OF NATIONAL CITY
Office of the City Clerk**

1243 National City Blvd., National City, California 91950
619-336-4228 phone / 619-336-4229 fax

Michael R. Dalla, CMC - City Clerk

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of National City will hold a Public Hearing after the hour of 6:00 p.m., **Tuesday, January 22, 2019**, in the City Council Chambers, 1243 National City Blvd., National City, CA., to consider:

CONSIDERATION OF CERTIFICATION OF A MITIGATED NEGATIVE DECLARATION FOR A GENERAL PLAN AMENDMENT, ZONE CHANGE AND TENTATIVE SUBDIVISION MAP FOR THE REZONING OF PROPERTY AT EAST 16TH STREET AND "M" AVENUE FROM SMALL LOT RESIDENTIAL (RS-2) TO MEDIUM-DENSITY MULTI-UNIT RESIDENTIAL (RM-1) IN ORDER TO CONSTRUCT A 29-UNIT RESIDENTIAL DEVELOPMENT.

Anyone interested in this matter may appear at the above time and place and be heard.

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the undersigned, or to the City Council of the City of National City at, or prior to, the Public Hearing.

The Planning Commission conducted a public hearing at their meeting of December 3, 2018 and voted to recommend approval of the General Plan Amendment, Zone Change, and Tentative Subdivision Map by a vote of six to one.

January 9, 2019

Michael R. Dalla, CMC
City Clerk

ATTACHMENT 7

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Adoption of an Ordinance of the City Council of the City of National City, California, approving a Zone Change from Small Lot Residential \(RS-2\) to Medium-Density Multi-Unit Residential \(RM-1\) for a 29-unit residential development property located at East 16th Street and “M” Avenue. \(Applicant: Ralph Gonzales\) \(Case File No. 2017-04 ZC\) \(Planning\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 4, 2019

AGENDA ITEM NO. |

ITEM TITLE: Public Hearing and Adoption of an Ordinance of the City Council of the City of National City, California, approving a Zone Change from Small Lot Residential (RS-2) to Medium-Density Multi-Unit Residential (RM-1) for a 29-unit residential development property located at East 16th Street and "M" Avenue. (Applicant: Ralph Gonzales) (Case File No. 2017-04 ZC)

PREPARED BY: Martin Reeder, AICP



DEPARTMENT: Planning

PHONE: 619-336-4313

APPROVED BY:

EXPLANATION:



The applicant is proposing to merge nine undeveloped single family lots into one and develop the site with a 29-unit residential condominium project. This type of change requires a Zone Change from Small Lot Residential (RS-2) to Medium-Density Multi-Unit Residential (RM-1). The zone change was initiated by the Planning Commission last year.

The City Council held a public hearing on the project on January 22, 2019 and introduced the Ordinance. The attached Ordinance will need to be adopted in order to take action on the Zone Change.

FINANCIAL STATEMENT:

ACCOUNT NO. |

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

Mitigated Negative Declaration (MND)

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☒

STAFF RECOMMENDATION:

Adopt the Ordinance approving the Zone Change

BOARD / COMMISSION RECOMMENDATION:

The Planning Commission recommended approval of the Zone Change.

Vote: Ayes – Baca, DelaPaz, Garcia, Sendt, Quintero, Yamane Noes: Flores

ATTACHMENTS:

Ordinance

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City approving the Mayor to execute 1\) the Agreement for Surrender and Termination of Lease between the San Diego Unified Port District and the City of National City for the property located at Goesno Place, including the Quitclaim Deed; and 2\) the Assignment of the Coastal Development Permit. \(Community Services\)](#)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: February 5, 2019

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City approving the Mayor to execute 1) the Agreement for Surrender and Termination of Lease between the San Diego Unified Port District and the City of National City for the property located at Goesno Place, including the Quitclaim Deed; and 2) the Assignment of the Coastal Development Permit.

PREPARED BY: Audrey Denham

PHONE: 619-336-4243

DEPARTMENT: Community Services

APPROVED BY: 

EXPLANATION:

Since March 2015, the City of National City (City) has struggled to find a viable operator for the National City Aquatic Center (NCAC). During the FY19 budget cycle, City staff budgeted \$380,000 for the first year of NCAC operations, which included onetime expenses for furniture, fixtures and equipment. In May 2018, faced with a structural deficit, City Council approved beginning discussions with the San Diego Unified Port District (Port) to transfer the NCAC from the City to the Port. Per the Coastal Development Permit the NCAC will continue to be a boating and environmental science public education facility with programming primarily directed toward youth. Additionally, the Port intends to continue the partnership with Community Rowing of San Diego and the Sweetwater High School rowing team. The Port will vote on the Agreement for Surrender and Termination of Lease during their next scheduled Board of Port Commissioners regular meeting on February 12, 2019. The transfer will go into effect 30 days following approval by the Board of Port Commissioners.

FINANCIAL STATEMENT:

ACCOUNT NO.

There is no financial impact associated with this action.

APPROVED: _____ **FINANCE**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION ☐ FINAL ADOPTION ☐

STAFF RECOMMENDATION:

Adopt the resolution, approving the Mayor to execute 1) the Agreement for Surrender and Termination of Lease between the San Diego Unified Port District and the City of National City for the property located at Goesno Place, including the Quitclaim Deed; and 2) the Assignment of the Coastal Development Permit.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Agreement for Surrender and Termination of Lease, including Quitclaim Deed
2. Assignment of Coastal Development Permit

**AGREEMENT FOR
SURRENDER AND TERMINATION OF LEASE**

This Agreement for Surrender and Termination of Lease, hereinafter "Agreement," is entered into as of _____, 2019 between the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation, hereinafter "Lessor" and CITY OF NATIONAL CITY, a municipal corporation, hereinafter "Lessee," WITNESSETH:

WHEREAS, Lessor and Community Development Commission of National City, on the 8th day of June, 2010 entered into a lease of certain tidelands located in the City of National City, California, as more particularly described therein and attached hereto as Exhibits A and B ("Premises"), which lease is on file in the Office of the Clerk of Lessor bearing Document No. 56735, (hereinafter "Original Lease"); and

WHEREAS, Lessor administratively approved, on the 8th day of July, 2011, an assignment of Original Lease from Community Development Commission of National City to Lessee, which Assignment and Assumption Approval is on file in the Office of the Clerk of Lessor bearing Document No. 57887; and

WHEREAS, Lessor and Lessee, on the 11th day of January, 2013, entered into an Agreement for Amendment of Lease, Amendment No. 1, which Amendment is on file in the Office of the Clerk of Lessor bearing Document No. 59801, (hereinafter "Amendment No. 1"); and

WHEREAS, Lessor and Lessee, on the 13th day of August, 2013, entered into an Agreement for Amendment of Lease, Amendment No. 2, which Amendment is on file in the Office of the Clerk of Lessor bearing Document No. 60803, (hereinafter "Amendment No. 2");

WHEREAS, Lessee has requested that the Original Lease, as assigned and amended by Amendment No. 1 and Amendment No. 2 (Original Lease together with assignment, Amendment No. 1, and Amendment No. 2 collectively referred to hereinafter as "Lease") be mutually terminated and surrendered to Lessor;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree to terminate the Lease by Lessee surrendering

and vacating the Premises and Lessor accepting such surrender in accordance with the following:

1. Subject to the terms and conditions set forth herein, the Lease shall terminate on _____ ("Termination Date").
2. On or before the Termination Date, Lessee shall execute, acknowledge and deliver to Lessor a good and sufficient deed whereby all right, title and interest in the Lease and Premises, including without limitation, any and all improvements located thereon, is quitclaimed to Lessor in the form attached hereto as Exhibit C ("Quitclaim Deed").
3. On or before the Termination Date, Lessee shall execute, acknowledge and deliver to Lessor the Assignment of Coastal Development Permit CDP-2011-01, whereby interest and rights to, and obligations and liabilities arising from, Coastal Development Permit CDP-2011-01 are wholly assigned and transferred to Lessor as of the date of such document.
4. On or before delivery of the Quitclaim Deed, Lessee shall vacate the Premises and surrender possession to Lessor in accordance with the terms of the Lease.
5. Upon delivery of the Quitclaim Deed and Lessee vacating and surrendering the Premises in accordance with the terms of the Lease, Lessor shall accept the Quitclaim Deed and record it in the Official Records of San Diego County at the cost and expense of Lessee.
6. Prior to vacating the Premises and surrendering possession to Lessor, Lessee shall remove all furniture, equipment, and other personal property not listed and detailed in Exhibit D attached hereto. Upon delivery of the Quitclaim Deed and Lessee vacating and surrendering the Premises in accordance with the terms of the Lease, all rights, title and interest to the furniture, equipment, and other personal property listed and detailed in Exhibit D shall automatically transfer to Lessor, at no cost to Lessor.
7. Any remaining rights, duties, or obligations of the parties pursuant to the terms, covenants, and conditions in the Lease shall continue in full force and effect and shall not be affected by this Agreement. Nothing herein is intended nor shall be construed as a waiver of Lessor's rights or as a release of any of duties or obligations of Lessee, whether known or unknown at this time or upon the effective date of this Agreement. Explicitly and without limitation, all of Lessee's obligations under the Lease, Paragraphs 7, 22, 44, 45 and 47 shall survive this Agreement and the surrender and termination of the Lease.

APPROVED AS TO FORM AND LEGALITY
GENERAL COUNSEL

SAN DIEGO UNIFIED PORT DISTRICT,
a public corporation.

By: _____
Assistant/Deputy

By: _____
Tony Gordon
Director, Real Estate

APPROVED AS TO FORM:
Angil P. Morris-Jones

CITY OF NATIONAL CITY, a municipal
corporation

By: _____
Roberto M. Contreras
Deputy City Attorney

By: _____
Mayor Alejandra Sotelo-Solis

SDUPD Docs No. _____

(FOR USE BY _____)

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On _____ before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document
and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____

- ☐ Individual
- ☐ Corporate Officer -- Title(s): _____
- ☐ Partner -- ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name _____

- ☐ Individual
- ☐ Corporate Officer -- Title(s): _____
- ☐ Partner -- ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

(FOR USE BY SAN DIEGO UNIFIED PORT DISTRICT)

STATE OF CALIFORNIA)

COUNTY OF SAN DIEGO)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On _____ before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document
and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

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Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____

- ☐ Individual
- ☐ Corporate Officer -- Title(s): _____
- ☐ Partner -- ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name _____

- ☐ Individual
- ☐ Corporate Officer -- Title(s): _____
- ☐ Partner -- ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

**Legal Description for
CITY OF NATIONAL CITY
AQUATIC CENTER
TIDELAND LEASE
Within Corporate Limits of National City**

All that certain portion of land conveyed to the San Diego Unified Port District by that certain Act of Legislature of the State of California pursuant to Chapter 67, Statutes of 1962, First Extraordinary Session, as amended, and delineated as Parcel 1-A on that certain Miscellaneous Map No. 564, filed in the Office of the San Diego County Recorder on May 28, 1976, File No. 76-164686, in the City of San Diego, County of San Diego, State of California, and more particularly described as follows:

Commencing at a 3" diameter brass disk monument stamped "SDUPD-020" as shown on Record of Survey Map No. 16668, filed in the office of the San Diego County Recorder on July 25, 2000; thence along a tie-line South 70°38'59" East a distance of 383.59 feet (calculated) to the TRUE POINT OF BEGINNING; thence North 72°06'01" East a distance of 87.30 feet; thence South 17°53'59" East a distance of 1.30 feet; thence North 72°06'01" East a distance of 13.57 feet; thence South 17°53'59" East a distance of 1.85 feet; thence North 72°06'01" East a distance of 10.00 feet; thence North 26°24'43" West a distance of 5.10 feet; thence North 33°14'07" East a distance of 0.85 feet; thence South 87°07'50" East a distance of 2.36 feet to the beginning of a non-tangent 21.60 foot radius curve, concave southeasterly to which a radial bears North 83°11'22" West; thence northeasterly along the arc of said curve through a central angle of 117°19'21" an arc distance of 44.23 feet to the beginning of a 37.30 foot radius compound curve, concave southwesterly; thence southeasterly along the arc of said curve through a central angle of 29°08'47" an arc distance of 18.98 feet; thence South 26°43'14" East a distance of 4.08 feet; thence North 87°07'02" West a distance of 4.57 feet; thence South 17°53'59" East a distance of 8.50 feet; thence North 72°06'01" East a distance of 3.80 feet; thence South 17°53'59" East a distance of 4.20 feet; thence South 72°06'01" West a distance of 3.80 feet; thence South 17°53'59" East a distance of 24.73 feet; thence South 84°22'14" West a distance of 7.50 feet; thence South 60°33'14" West a distance of 41.02 feet; thence South 83°38'48" West a distance of 23.01 feet; thence South 60°33'14" West a distance of 23.01 feet; thence South 83°38'48" West a distance of 22.89 feet; thence South 60°33'14" West a distance of 22.85 feet; thence North 33°22'53" West a distance of 60.00 feet to the TRUE POINT OF BEGINNING, containing 8,412 square feet or 0.19 acre of tidelands area.

The above described land area is delineated on the San Diego Unified Port District Drawing No. 028-025, dated September 12, 2008 and made a part of this agreement.

All bearings and distances in the above legal description are grid, and based upon the California Coordinate System, Zone 6, N.A.D. 83, Epoch 1991.35.

Charles J. Sefkow 9-24-08

Charles J. Sefkow Date
L.S. 7876 Expires 31 Dec. 2008
Land Surveyor
San Diego Unified Port District

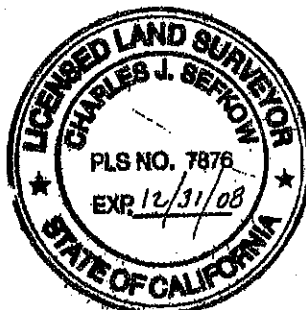
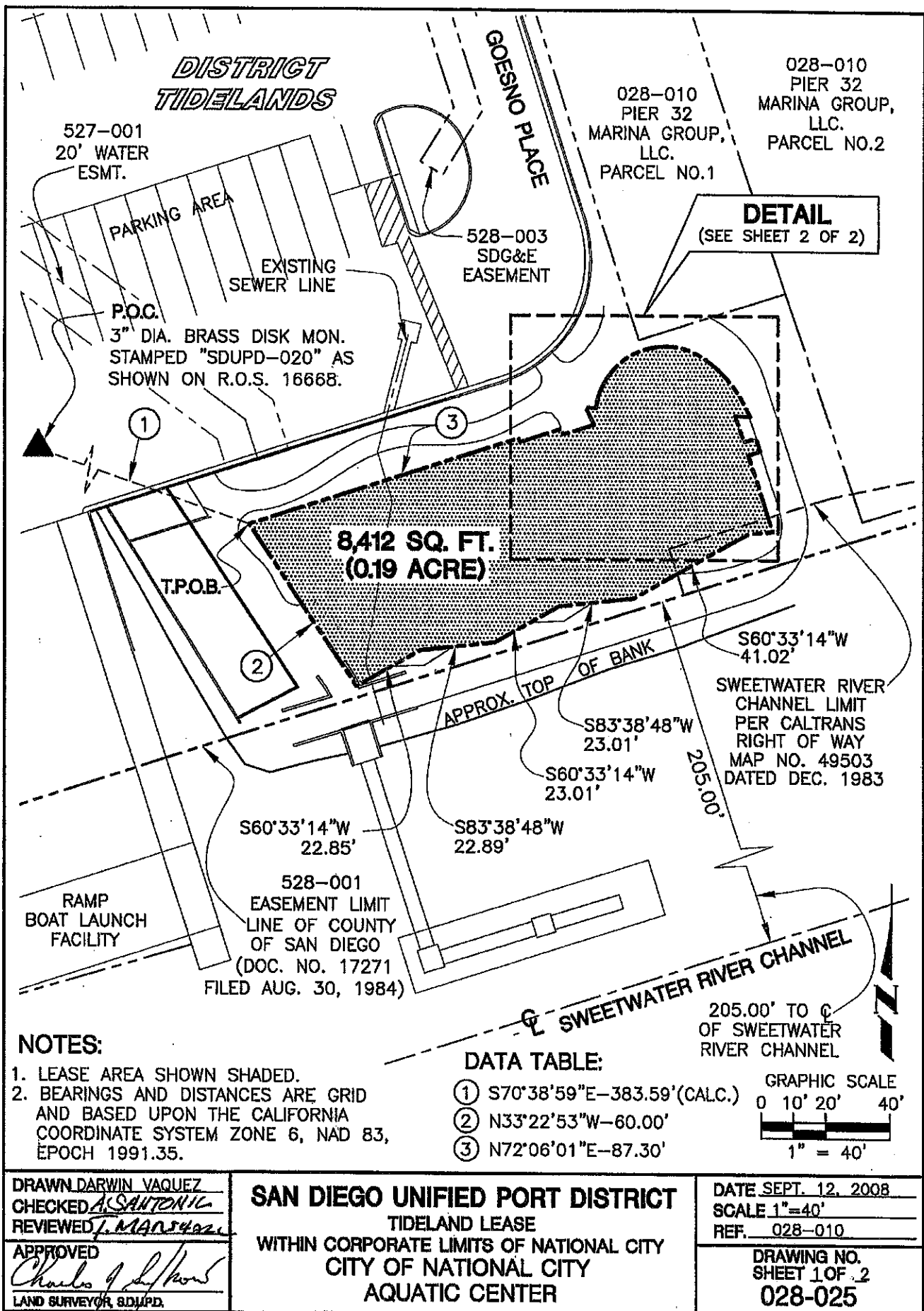


EXHIBIT "A"

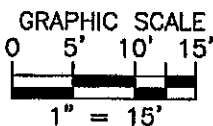
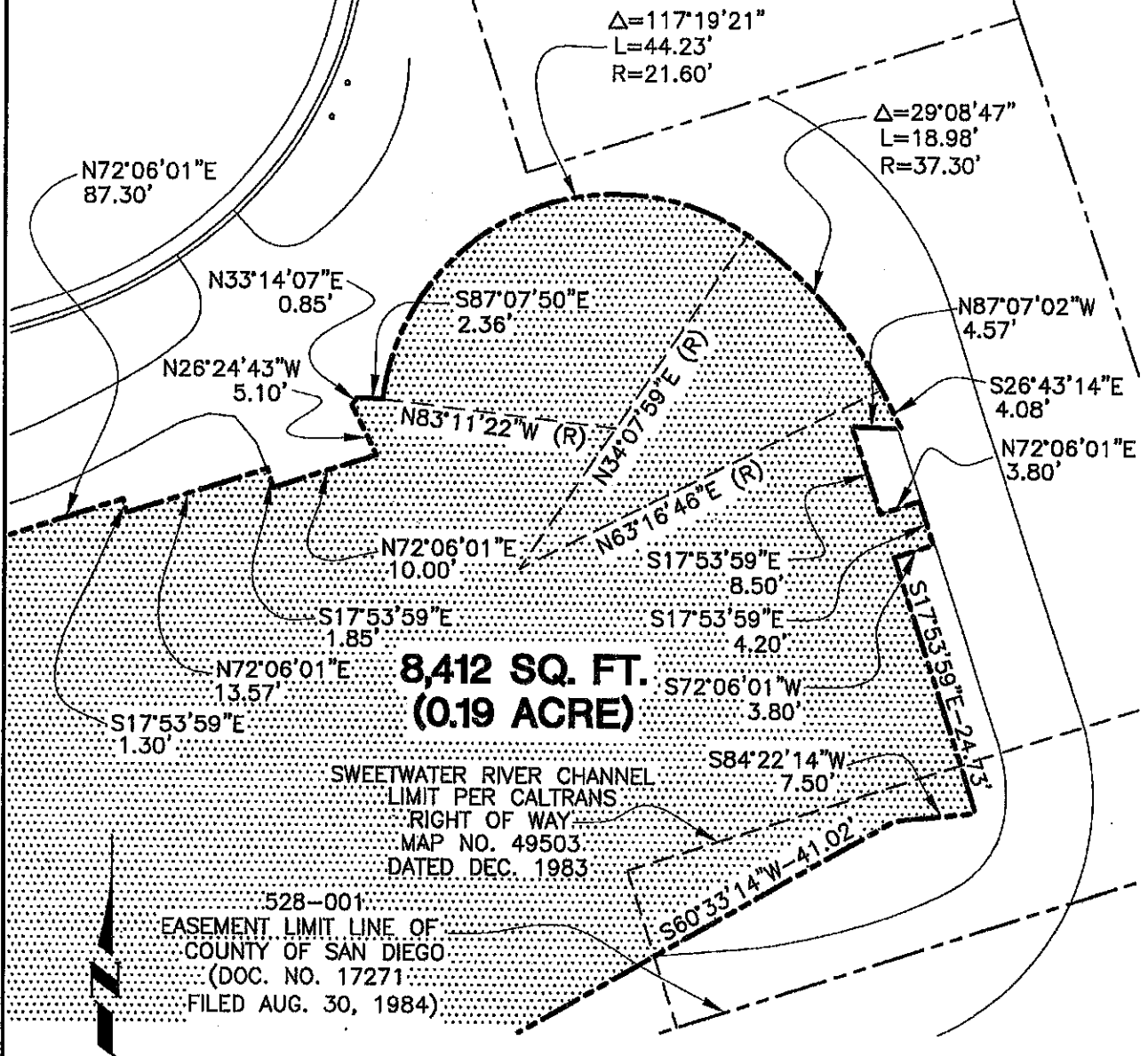


DEVSERV\REMI\E28\028-025\028-025-091208dwg.

**DISTRICT
TIDELANDS**

028-010
PIER 32
MARINA GROUP, LLC.
PARCEL NO. 1

028-010
PARCEL NO. 2



DETAIL
SCALE: 1"=15'

DRAWN DARWIN VASQUEZ
CHECKED A. SANTONIL
REVIEWED T. M. GASHAW
APPROVED
Charles J. Seflow
LAND SURVEYOR, S.D.U.P.D.

SAN DIEGO UNIFIED PORT DISTRICT
TIDELAND LEASE
WITHIN CORPORATE LIMITS OF NATIONAL CITY
CITY OF NATIONAL CITY
AQUATIC CENTER

DATE SEPT. 12, 2008
SCALE 1"=15'
REF. 028-010

DRAWING NO.
SHEET 2 OF 2
028-025

DEVSERV\REM\028\028-025\028-025-091208dwg.

EXHIBIT "B"

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

San Diego Unified Port District)
Corporate Services – Records)
Post Office Box 120488)
San Diego, CA 92112-0488)

(Space Above this Line for Recorder's Use)

QUITCLAIM DEED

This Quitclaim Deed ("Quitclaim") is dated as of the ____ day of _____, 20____. The CITY OF NATIONAL CITY, a municipal corporation ("City" or "Grantor"), does hereby remise, release, and forever quitclaim to the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation ("District" or "Grantee"), all of its right, title, and interest in and to the Lease between City (as successor in interest to Community Development Commission of National City, a community development commission) and District dated June 8, 2010, as amended by Agreement for Amendment No. 1 dated January 11, 2013, and Agreement for Amendment No. 2 dated August 13, 2013, together with all of its right, title, and interest in and to the following described real property in the City of National City, in the State of California, including without limitation, any and all improvements thereupon:

Approximately 8,412 square feet of land area located at 3300 Goesno Place in the City of National City, California, more particularly described and delineated on Drawing No. 028-025 dated September 12, 2008, attached hereto as Exhibits "A" and "B" and by this reference made a part hereof.

GRANTOR:
CITY OF NATIONAL CITY,
a municipal corporation.

By: _____
Signature

Exhibit C
1

PRINT NAME: Alejandra Sotelo-Solis

PRINT TITLE: Mayor

Exhibit C

(FOR USE BY CITY OF NATIONAL CITY)

STATE OF CALIFORNIA)

COUNTY OF SAN DIEGO)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On _____ before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document
and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____

- ☐ Individual
☐ Corporate Officer -- Title(s): _____
☐ Partner -- ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name _____

- ☐ Individual
☐ Corporate Officer -- Title(s): _____
☐ Partner -- ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

(FOR USE BY SAN DIEGO UNIFIED PORT DISTRICT)

STATE OF CALIFORNIA)

COUNTY OF SAN DIEGO)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On _____ before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document
and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____

- ☐ Individual
☐ Corporate Officer -- Title(s): _____
☐ Partner -- ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

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OF SIGNER

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☐ Corporate Officer -- Title(s): _____
☐ Partner -- ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

National City Aquatic Center Inventory of Equipment

EXHIBIT "D"

Item	Units
Folding Chairs	79
Folding Chair Cart	1
Round Folding Tables	10
Table Cart	1
TV & DVD Player	1
Cycling Bike	2
First Aid Kit (waterproof)	1
Heavy Duty Mat	1
Heavy Duty Mat	1
TV and DVD Player	1
Storage Cabinet	1
Binoculars	1
Sunscreen Dispenser	1
VHF Radios and Chargers	3
Waterproof VHF Radio Cases	3
Dri-Dek Tiles	2
Shower Curtains/Hooks	6
100 foot hose	1
First Aid Kit (mountable)	1
First Aid Kit (waterproof)	1
Megaphones	2
Hand Truck	1
Slip Guard Mats	2
Throw lines with bags	3
Tow lines	3
Flammable Safety Cabinet	1
Waterproof Backpack	1
Single Kayaks	16
Double Kayaks	8
Kayak Paddles	32
Kayak Seatbacks	35
Stand Up Paddleboard Paddles	12
Stand Up Paddleboards	11
Life Jackets with Whistles	47
Life Jacket Rack	1
Trash cans	4

ASSIGNMENT OF COASTAL DEVELOPMENT PERMIT CDP-2011-01

The CITY OF NATIONAL CITY, a municipal corporation, does hereby assign and transfer Coastal Development Permit CDP-2011-01 dated August 2, 2011 and bearing District Clerk Document No. 57961, as amended on July 18, 2013 and bearing District Clerk Document No. 60624, to the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation.

Dated: _____, 2019

CITY OF NATIONAL CITY,
a municipal corporation

By: _____

Signature

PRINT NAME: Alejandra Sotelo-Solis

PRINT TITLE: Mayor

AFFIDAVIT REGARDING COASTAL DEVELOPMENT PERMIT CDP-2011-01

The SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District), hereby assumes Coastal Development Permit CDP-2011-01 dated August 2, 2011 and bearing District Clerk Document No. 57961, and as amended on July 18, 2013 and bearing District Clerk Document No. 60624, from the CITY OF NATIONAL CITY, a municipal corporation, and agrees to comply with the terms and conditions contained therein as of the date written below.

Dated: _____, 2019

SAN DIEGO UNIFIED PORT DISTRICT,
a public corporation

By: _____

Signature

PRINT NAME: Alejandra Sotelo-Solis

PRINT TITLE: Mayor

The following page(s) contain the backup material for Agenda Item: [City Council discussion and direction on the City of National City's participation in the U.S. Census Municipal Complete Count Committees. \(City Manager\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 5, 2019

AGENDA ITEM NO.

ITEM TITLE: City Council discussion and direction on the City of National City's participation in the U.S. Census Municipal Complete Count Committees

PREPARED BY: Leslie Deese, City Manager

DEPARTMENT: City Manager

PHONE: 619.336.4242

APPROVED BY: 

EXPLANATION:

At the January 22, 2019 regular meeting of the City Council, a representative from the San Diego County U.S. Census Bureau made a presentation to the Council on the "Road to 2020" (attached). The presentation included information on Complete Count Committees (CCCs) that provide tribal, state and local governments the opportunity to work together with partners in their communities to form CCCs to promote the 2020 Census to their constituents.

The City Council directed staff to return with a discussion item at the next regular meeting on National City's participation in the U.S. Census Municipal Complete Count Committees.

FINANCIAL STATEMENT:

ACCOUNT NO. N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

City Council direction requested

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

- 1) January 22, 2019 Presentation - "Road to 2020"

Item # 6
01/22/19

ROAD TO 2020 CENSUS

**Roberto Garcia, Partnership Specialist
San Diego County
U.S. Census Bureau**

Road to 2020

Roberto Garcia


Partnership Specialist - U.S. Census Bureau

United States[™]
Census
Bureau

U.S. Department of Commerce
Economics and Statistics Administration
U.S. CENSUS BUREAU
census.gov

1

2020 Census



Count everyone
once, only once,
and in the right place.

Why Do a Census

- **Article 1, Section 2 of the US Constitution**

The actual Enumeration shall be made within three Years after the first Meeting of the Congress of the United States, and within every subsequent Term of ten Years, in such Manner as they shall by Law direct.

- **Key Purpose is Apportioning the US House of Representatives**

Why does the 2020 Census matter?

Power

- Congressional representation
- Reapportionment & redistricting

Money

- \$675 Billion distributed annually
- Funding based on population

People

- Over \$76 Billion each year to the State
- \$2,000 approx. per Californian counted*

Federal Funding

Census data informs how **\$76 billion** is distributed annually among local, state, and tribal governments for programs like:

Program	Amount
Medicaid	\$44,240,036,248
Supplemental Nutrition Assistance	\$7,528,039,778
Schools (Title 1 Grants, National Lunch School Program, Head Start/Early Start)	\$4,274,492,934
Housing Choice Vouchers	\$3,40,189,000
Highway Planning and Construction	\$3,212,534,538
Senior & Foster Care Centers	\$1,286,852,000

Goals for 2020 Census

- Maintain Data Quality
- Areas of Innovation
 - Accurate Address List
 - Easier Ways to Respond
 - Better Use of Information
 - Efficient Field Operations

March 23, 2020



Internet



Phone



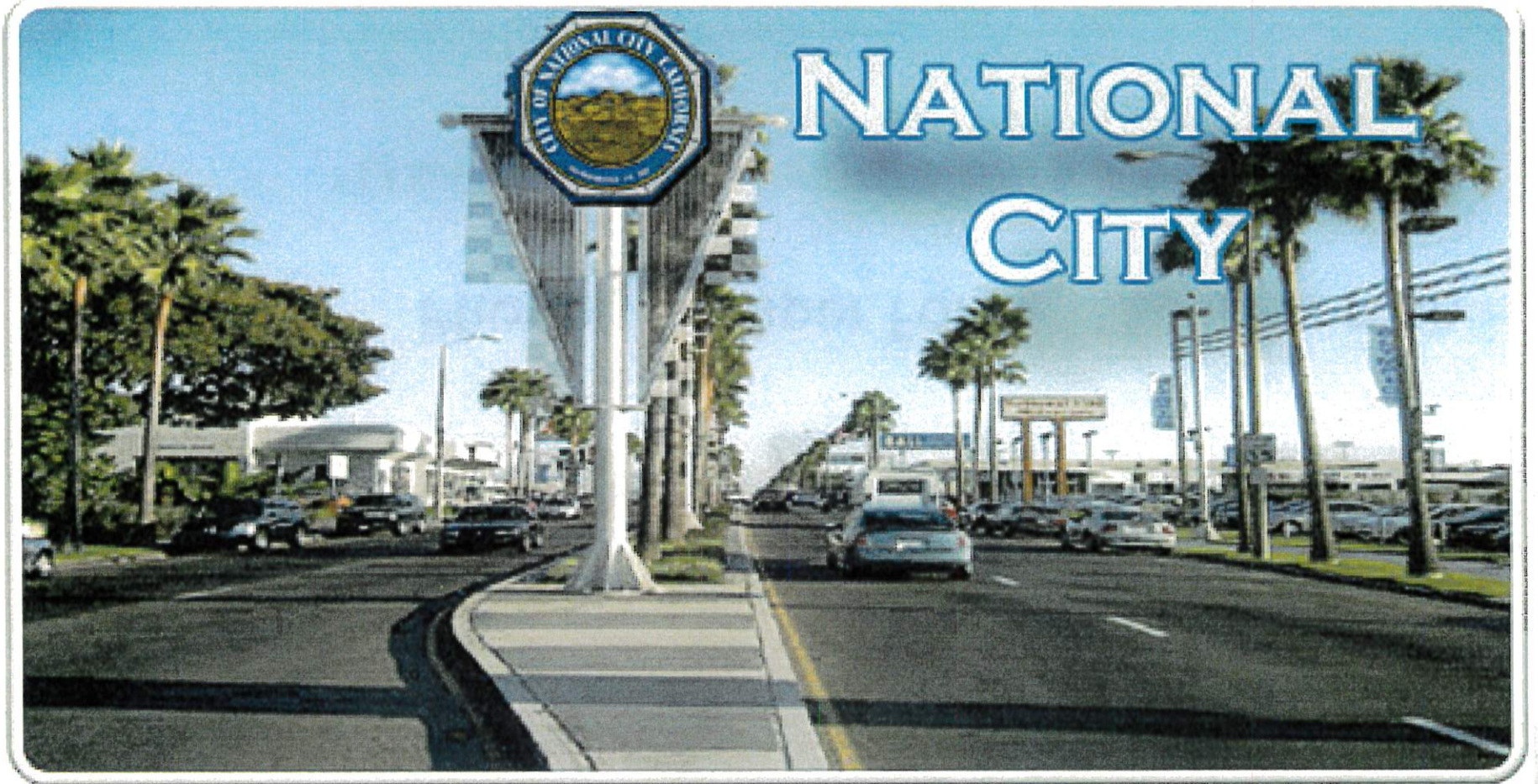
Paper Form



In-person

**13 languages including English will be supported*

Impact to National City



Impact to National City

71%

National City Census Mail Participation Rate in 2010

18,000 National City Folk

Requiring follow-up by Census enumerator in 2010

Impact to National City

600

Estimated net undercount in 2020 based on 2010 Census

\$ 1,950*

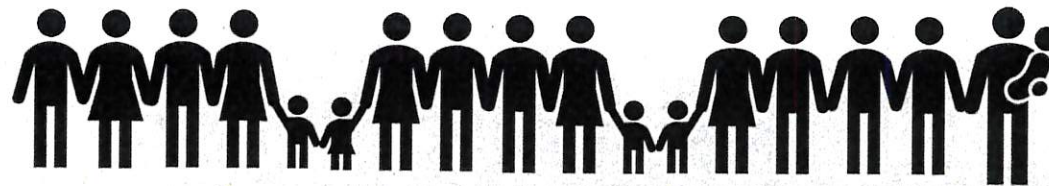
Potential per person Federal funds available

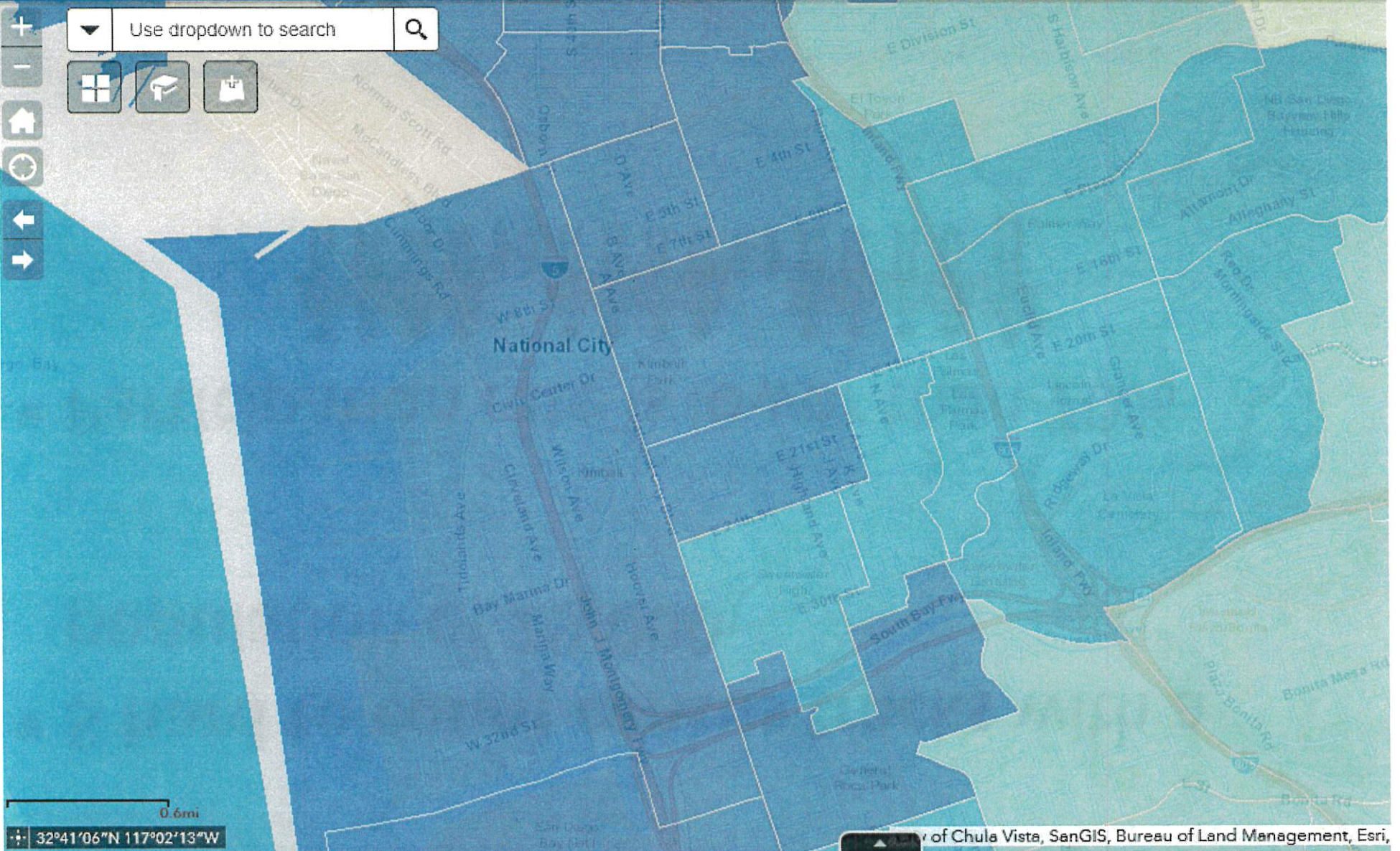
\$ 1.2 Million

Amount of Money **National City** stands to gain or lose over the next decade

Impact to National City

- 5 hard to count census tracts with a population of 29,000
- Participation rate is lower than 70%





Hard-to-Count Populations

Communities
of Color

Children
under 5

Persons who do
not speak
English fluently

LGBTQ+

Undocumented
Immigrants

People with
disabilities

People
experiencing
homelessness

Tribal members

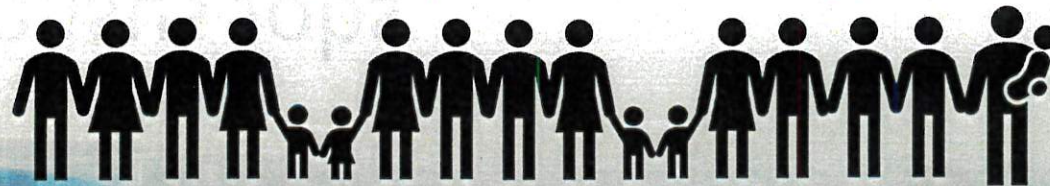
Rural
Communities



**How can we work
together to ensure
a complete count
in 2020?**

You can help

- Identify community organizations in your city that work directly with hard-to-count populations
- Incorporate census education efforts into existing community engagements
- Leverage existing infrastructure and resources
- Initiate a resolution by city council to support the Census effort



We are Hiring

2020 Census Jobs

www.census.gov/fieldjobs

www.usajobs.gov

www.2020census.gov/jobs

1-888-658-5564 (RCC recruiting hotline)

Community Partnership and Engagement Program

Enroll community partners to increase participation in the 2020 Census of those who are less likely to respond or are often missed.

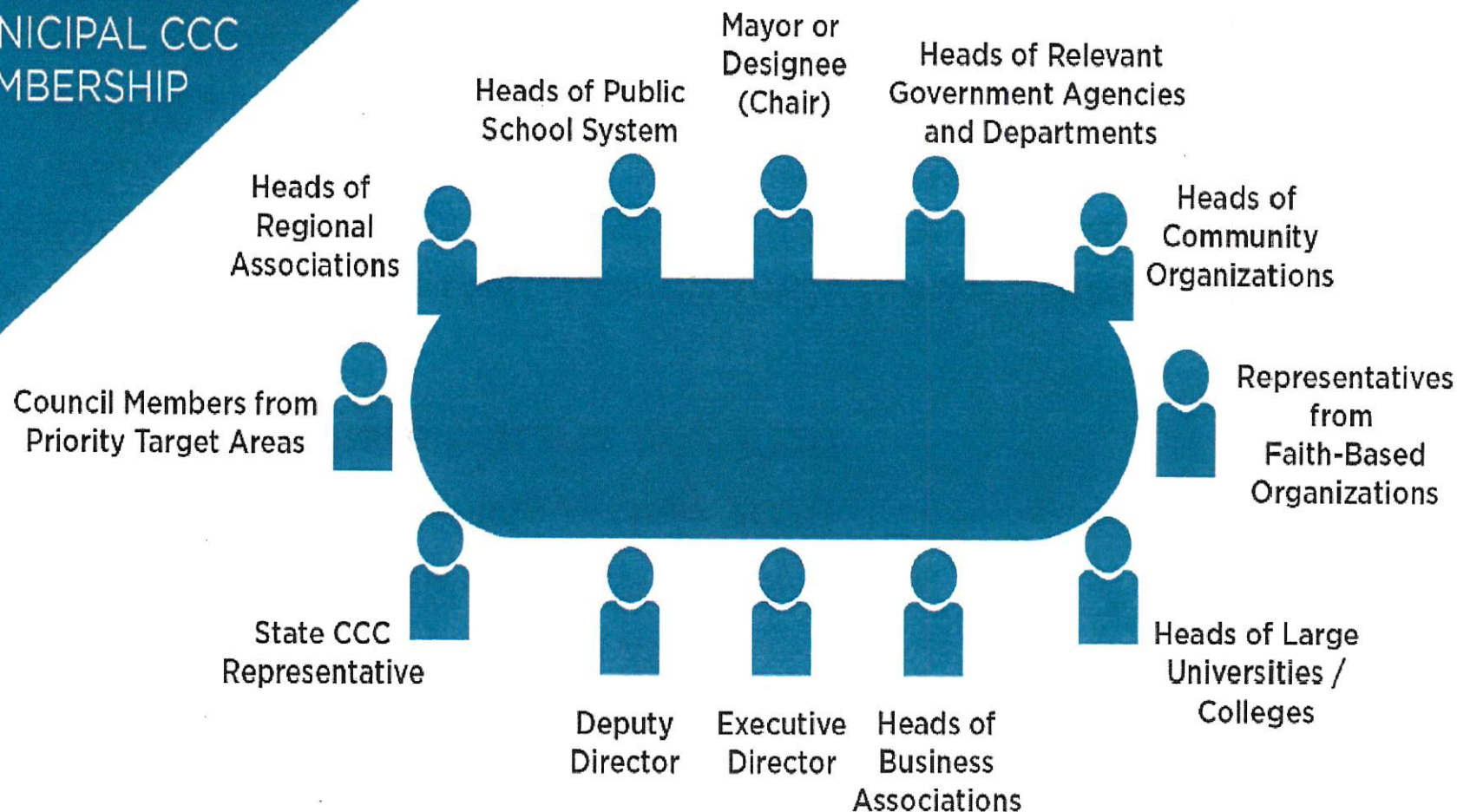
- **Educate** people about the 2020 Census and foster cooperation with enumerators
- **Encourage** community partners to motivate people to self-respond
- **Engage** grass roots organizations to reach out to hard to count groups and those who aren't motivated to respond to the national campaign

Complete Count Committees

- Tribal, state and local governments work together with partners in their communities to form CCCs to promote the 2020 Census to their constituents.
- Committee members in CCs are:
 - Trusted Messengers
 - Leaders in respective industry
 - Partners between community and government

Suggested CCC Membership

SUGGESTED MUNICIPAL CCC MEMBERSHIP



**Partnership Specialist is advisor and
Census liaison to Municipal CCC's*

Timeline – Key Communications

- The 2020 Census Phases
 - Education Phase – 2018-2019
 - Awareness Phase – April 2019
 - Motivation Phase – March – May 2020
 - Reminder Phase – May – July 2020
 - Thank You Phase – Starts July 2020
- Local governments and community leaders throughout National City participate in activities highlighting the message that the 2020 Census is imminent and that it is easy, important and safe to participate

Questions ?

Contact

Roberto Garcia

Partnership Specialist, San Diego Region

Roberto.Garcia@2020census.gov

(619) 701-2098

References

Hard to Count Tracts:

<https://www.census.gov/roam>

Participation Rate:

<https://www.census.gov/censusexplorer/2010ratemap.html?#>

Population:

<https://www.sandag.org/>

Congressional districts undercount:

Each of California's congressional districts contains at least one census tract where more than 29% of residents are likely to be undercounted, according to the analysis.

<http://www.govtech.com/data/Millions-of-Californians-Might-Go-Uncounted-in-2020-Census.html>